

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

JUL 31 1989

FRANCIS E. HEYDT COMPANY,

Plaintiff,

vs.

No. 87-C-974-E

CASPER W. WEINBERGER,
Secretary, U.S. Department
of Defense, and UNITED STATES
OF AMERICA,

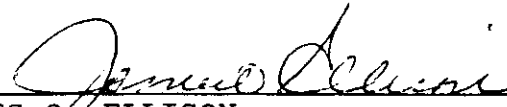
Defendants.

ADMINISTRATIVE CLOSING AND TRANSFER ORDER

IT IS HEREBY ORDERED that pursuant to this Court's order of December 2, 1988 the remaining issues herein are transferred to the United States Court of Claims.

IT IS FURTHER ORDERED that the Clerk administratively terminate this action in his records, without prejudice to the rights of the parties to reopen the proceedings for good cause shown for the entry of any stipulation, order, judgment, or for any other purpose required to obtain a final determination of the litigation. The Court retains complete jurisdiction to vacate this order and to reopen the action upon cause shown within twenty (20) days that a relevant and dispositive order has been issued by the Court of Claims.

ORDERED this 28th day of July, 1989.


JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

JUL 31 1989

RICHARD ODELL MANTOOTH,

Petitioner,

v.

RON CHAMPION, Warden, and
THE ATTORNEY GENERAL OF THE
STATE OF OKLAHOMA,

Respondents.

89-C-63-E ✓

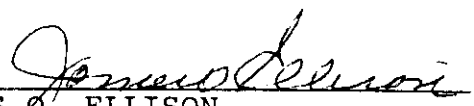
ORDER

The court has for consideration the Findings and Recommendations of the Magistrate filed May 23, 1989, in which the Magistrate recommended that petitioner's application for a writ of habeas corpus pursuant to 28 U.S.C. § 2254 be denied. No exceptions or objections have been filed and the time for filing such exceptions or objections has expired.

After careful consideration of the record and the issues, the court has concluded that the Findings and Recommendations of the Magistrate should be and hereby are affirmed.

It is therefore Ordered that petitioner's application for a writ of habeas corpus pursuant to 28 U.S.C. § 2254 is denied.

Dated this 25th day of July, 1989.


JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

GENERAL ELECTRIC CAPITAL
CORPORATION,

Plaintiff,

vs.

Case No. 89-C-158-E

STEVE RALPH OSBURN, Executor
of the Estate of Ralph
Osburn, deceased; TERRY
PATTERSON and LISA PATTERSON,

Defendants.

JUDGMENT

On this 28 day of July, 1989, the above styled matter came on for hearing upon the complaint of General Electric Capital Corporation (GECC). The plaintiff appeared by its attorney, Joseph K. Heselton, Jr., and the defendants, Terry Patterson, Lisa Patterson and Steve Ralph Osburn, appeared by their attorney, Jack Maner.

The Court examined the file and finds that the parties have agreed that the material allegations in plaintiff's complaint are true and that the plaintiff is entitled to judgment as prayed for against the defendants.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff, GECC, have and recover from the Estate of Ralph Osburn judgment in the principal sum of \$20,617.42, plus interest on that amount at the contract rate of 14.65% per annum from July 5, 1989, until paid.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff's security interest securing the indebtedness described above be foreclosed and that plaintiff have and recover judgment in replevin against Terry Patterson and Lisa Patterson for the permanent possession of the following described property:

1986 Oak Creek 80' x 14', Serial Number) 2911

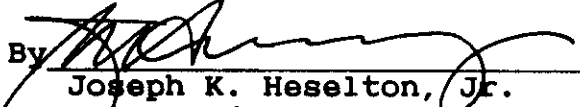
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the monetary judgment in favor of GECC against the Estate of Ralph Osburn be stayed pursuant to 12 O.S. § 1585 pending the determination of the amount remaining due to the plaintiff after the sale of the property described above and upon the determination of the deficiency, if any, due to the plaintiff after the sale, that the plaintiff be granted leave to file a motion for the entry of a judgment against the Estate of Ralph Osburn in the amount of the deficiency.

BY JAMES O. ELLISON

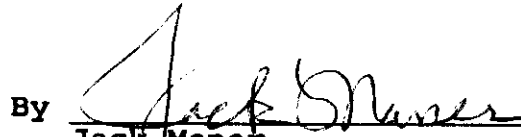
UNITED STATES DISTRICT JUDGE

APPROVED:

McCAFFREY & HESELTON
Attorneys at Law
1616 E. 19th St., Suite 101
Edmond, Oklahoma 73013
Telephone: 405-348-2371

By 
Joseph K. Heselton, Jr.
OBA No. 4151
Attorney for General Electric
Capital Corporation

Jack Maner
Attorney at Law
100 Center Plaza, Suite A
Tulsa, Oklahoma 74119

By 
Jack Maner
Attorney for Defendants

FILED

JUL 31 1989

UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF OKLAHOMA

Jack C. Silver, Clerk
U.S. DISTRICT COURT

THRIFTY RENT-A-CAR SYSTEM, INC.,)
a corporation,)
)
Plaintiff,)
v.)
)
WILLIAM BELL and OVERLAND)
LEASING, INC., a corporation,)
)
Defendants.)

Case No. 89-C-180 B

ORDER


Pursuant to the Stipulation for Dismissal With Prejudice, the Plaintiff, Thrifty Rent-A-Car System, Inc. ("Thrifty"), and the Defendants, William Bell and Overland Leasing, Inc. (collectively the "Defendants"), are hereby dismissed with prejudice from this action and from all claims that Thrifty and the Defendants may have against the other arising from the subject of the captioned litigation.

ORDERED this 31st day of July, 1989.

S/ THOMAS R. BRETT

UNITED STATES MAGISTRATE

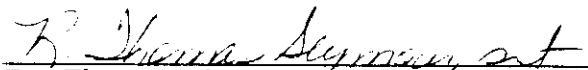
APPROVED:



Dana L. Rasure, OBA #7421
Baker, Hoster, McSpadden,
Clark, Rasure & Slicker
800 Kennedy Building
Tulsa, OK 74103
(918) 592-5555

John M. Hickey, OBA #11100
4608 South Garnett Road
Tulsa, OK 74146
(918) 665-9318

Attorneys for Plaintiff
Thrifty Rent-A-Car System, Inc.



R. Thomas Seymour, Esq., OBA #8099
Mid-Continent Tower, Suite 230
Tulsa, Oklahoma 74103
(918) 583-5791

Norman Jackman, BBO #248,480
Comras & Jackman, P.A.
50 Milk Street, 19th Floor
Boston, Mass. 02109
(617) 426-2300

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

JAKE UNDERWOOD,

Petitioner,

v.

RON CHAMPION, WARDEN,
CONNORS CORRECTIONAL CENTER,
HOMINY, OKLAHOMA,

Respondent.


89-C-444-E /

ORDER

The Court has for consideration Petitioner's Motion to Dismiss Without Prejudice. Having considered the Motion, the Court finds that it should be granted.

It is therefore Ordered that Petitioner's Motion to Dismiss Without Prejudice is granted and the Petition for Writ of Habeas Corpus by a Person in State Custody filed May 30, 1989, is dismissed without prejudice.

Dated this 28th day of July, 1989.


JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

JUL 31 1989

James O. Ellison, Clerk
U.S. DISTRICT COURT

BETTY JO CAGLE, et al.,)
)
Plaintiffs,)
)
vs.)
)
ROGERS STATE COLLEGE, et al.,)
)
Defendants.)

No. 85-C-1099-E ✓


O R D E R

This matter is before the Court on Defendant Wamsley's Motion to Dismiss and Defendant Rogers State College's Motion for Summary Judgment. After reviewing the pleadings the Court finds as follows:

Defendant Wamsley's Motion to Dismiss without prejudice is granted. Now that Defendant Wamsley is no longer employed by Defendant Rogers State College, the relief requested by Defendant Wamsley is not available. This renders moot Defendant Rogers State College's Motion for Summary Judgment.

IT IS THEREFORE ORDERED that Defendant Wamsley's Motion to Dismiss is granted; Defendant Rogers State College's Motion for Summary Judgment is denied as moot.

ORDERED this 28th day of July, 1989.


JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

Jul 28 1989 *ct*

CHEROKEE YACHT CLUB, INC.,

Plaintiff,

vs.

RAMONA B. HOPPER, et al.,

Defendants.

Case No. 88-C-1329-E ✓

O R D E R


This matter having come on for hearing upon the plaintiff's, Cimarron Federal Savings and Loan Association, Revised Application for Remand, the Court finds as follows:

The FSLIC, acting in its limited capacity as receiver, removed this action from the District Court of Washington County, State of Oklahoma. The jurisdiction of this Court is based solely on the appointment of the FSLIC as receiver for Home Savings and Loan Association.

By granting the motion to dismiss the Court finds there is no longer any basis for federal jurisdiction and that this case should be remanded to the State District Court for Washington County, Oklahoma.

IT IS THEREFORE ORDERED that this action is remanded to the District Court of Washington County, from whence it was removed.

SO ORDERED this ^{28th}~~6th~~ day of July, 1989.


UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

JUL 18 1989

8

MASSACHUSETTS GENERAL LIFE
INSURANCE COMPANY, a
Massachusetts corporation,

Plaintiff,

vs.

JAMES C. LEAKE, SR.; et al.,

Defendants.

No. 88-C-1381-E

U.S. District Court
District of Oklahoma

FINAL JUDGMENT

Now on this 25 day of July, 1989, this matter comes on for hearing. The Court having reviewed the pleadings, having heard the announcement of counsel, and further being fully advised in the premises finds as follows:

1. On January 28, 1983, Plaintiff Massachusetts General Life Insurance Company ("Mass General") issued Policy Nos. 10L0463460 ("Policy 60"), 10L0463470 ("Policy 70"), 10L0463480 ("Policy 80") and 10L0463490 ("Policy 90") insuring the life of Jean Leake (Policies 60, 70, 80 and 90 shall hereafter collectively be referred to as the "Policies"). Each Policy had a face amount of Five Million Dollars (\$5,000,000.00).

2. Jean Leake died on August 26, 1988.

3. On October 7, 1988, Plaintiff Mass General filed its Complaint in Interpleader and Motion to Deposit Funds into Registry of Court and for Investment Instructions. Mass General alleges that because of conflicting ownership and

OK 2/12

beneficiary designations in its files it is unable to determine to whom the proceeds of the Policies should be paid.

4. On October 7, 1988, the Court entered an Order to Deposit and Invest Funds. Pursuant to that Order, Mass General deposited with the Clerk of the Court \$21,083,293.88 which is the total amount due and payable under all four Policies by reason of the death of Jean Leake.

5. John G. Leake, Nancy Leake Sevenoaks, and John Charles Smith, as Trustees (the "1988 Trustees") of the Jean Leake Irrevocable Life Insurance Trust Dated April 29, 1988 (the "1988 Trust") have claimed entitlement to all of the proceeds of the Policies by virtue of the beneficiary designation and the transfer of ownership thereof to them from Jean Leake on April 29, 1988.

6. R. Thomas Seymour, Trustee (the "Bankruptcy Trustee") for the Estate of James C. Leake, Jr., Bankrupt (the "Bankruptcy Estate"), had claimed entitlement to 15.4% of the proceeds of the Policies, such percentage being the amount of common stock in Leake Industries, Inc., a dissolved corporation ("Leake Industries"), owned by the Bankruptcy Estate. The Bankruptcy Trustee has now disclaimed any interest in and entitlement to any of the proceeds of the Policies, and has consented to the entry of this judgment.

7. On February 16, 1989, James C. Leake, Sr. filed an Entry of Appearance and an Amended Answer, in his individual capacity and as a former shareholder of Leake Industries. In

the Amended Answer it is denied that (i) Leake Industries was the owner of any Policy of insurance issued by Plaintiff Mass General, (ii) Leake Industries ever applied for, paid consideration for or exercised any dominion or control over such Policies, or (iii) that James C. Leake, Sr., or any other former shareholder of Leake Industries, is entitled to any distributive share of such Policies solely by virtue of former ownership of stock of Leake Industries.

8. James C. Leake, Sr., as Liquidating Trustee of Leake Industries, a dissolved corporation, has filed an Amended Answer in which it is stated that (i) Leake Industries never intended to be the owner and beneficiary of Policies 60 and 70; and (ii) it was not intended by Jean Leake to transfer and assign the ownership of Policies 60 and 70 to Leake Industries.

9. Defendant Michael L. Pendergraft, named in the Complaint as a co-trustee of the Jean Leake 1983 Trust (with Bank of Oklahoma N.A. and John G. Leake), and having been served with process, has filed no pleading in the case and is in default. Bank of Oklahoma, N.A. and John G. Leake have each entered their appearances in this case. The Court thus has jurisdiction over the Trustees of the Jean Leake 1983 Trust.

10. The defendants identified in the Complaint as the "Unknown Trustees of the Jean Leake Insurance trust #1 dated January 1, 1983" have filed no pleading in the case. Further, the Court finds that no such Trust ever existed.

11. Ted M. Riseling and Charles N. Gish, as Co-Trustees of the James Chowning Leake, III Trust No. 1, the John Daniel Leake Trust No. 1, and the Marjory Elizabeth Leake Trust No. 1, alleged that they were entitled to their representative and proportionate shares of the proceeds of Policies 60, 70, 80 and 90 by virtue of their status as shareholders of Leake Industries. The Co-Trustees have now disclaimed any interest in and entitlement to any of the proceeds of the Policies, and consent to the entry of this judgment.

12. The following defendants filed answers alleging essentially that they were without sufficient information with which to claim or disclaim any interest in the Policies:

- (i) John Daniel Leake, a minor child of defendant James C. Leake, Jr., whose guardian ad litem, Harriet Leake (now Harriet Leake Moyer), was appointed as such by the Court on December 6, 1988;
- (ii) James Chowning Leake, III, an adult child of defendant James C. Leake, Jr.;
- (iii) Marjory Elizabeth Leake, a minor child of defendant James C. Leake, Jr., whose guardian ad litem, Harriet Leake Moyer, was appointed as such by the Court on December 6, 1988;
- (iv) Bank of Oklahoma, N.A., as a Co-Trustee of the Jean Leake 1983 Trust.

13. The following defendants have filed disclaimers:

- (i) Marjory G. Leake, in her individual capacity and as a former shareholder of Leake Industries;
- (ii) John G. Leake, in his individual capacity, as a former shareholder of Leake Industries, and as a co-trustee of the Jean Leake 1983 Trust dated October 13, 1983 (the "Jean Leake 1983 Trust");
- (iii) John G. Leake, the Personal Representative of the Estate of Jean Leake, deceased;
- (iv) Nancy Leake Sevenoaks, in her individual capacity, as a former shareholder of Leake Industries, as the mother and next friend and the guardian ad litem of her children Audrey Irene Sevenoaks and Ann Griffin Sevenoaks, and as a successor co-trustee of the Jean Leake 1983 Trust; and
- (v) Marvin A. Shirley, in his capacity as a former trustee of the John Daniel Leake Trust No. 1, the Marjory Elizabeth Leake Trust No. 1, and the James Chowning Leake, III Trust No. 1, and in his individual capacity.

14. All potential claimants to the proceeds of the Policies are parties to this action and subject to the Court's jurisdiction.

15. As a result of the above-referenced disclaimers and defaults, the Court's review of all pleadings and exhibits on

file, and the Joint Stipulation for Entry of Judgment and Disbursement of Funds, the Court determines that (a) Leake Industries had no interest, as owner, beneficiary, or otherwise, in the Mass General Policies or proceeds thereof, and therefore (b) the former shareholders of Leake Industries, in their capacities as shareholders, had no such interest, and that as a result of the foregoing, (c) all funds deposited with the Court by Mass General, and all interest accrued thereon, should be disbursed to the 1988 Trustees.

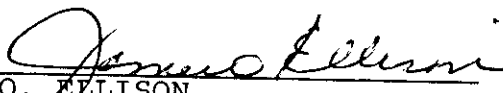
16. The only issue remaining in this proceeding is the disposition of Mass General's request for attorneys' fees and costs.

IT IS THEREFORE ORDERED that Jack C. Silver, United States District Court Clerk for the Northern District of Oklahoma, be directed to release and pay over to John G. Leake, Nancy Leake Sevenoaks and John Charles Smith, as Trustees of the Jean Leake Irrevocable Life Insurance Trust Dated April 29, 1988, all funds deposited with him in connection with this interpleader case, including all interest earned thereon, on the thirty-first (31st) day following the entry of this Final Judgment provided that there have been no motions for new trial, to modify or vacate this judgment or notices of appeal by any party.

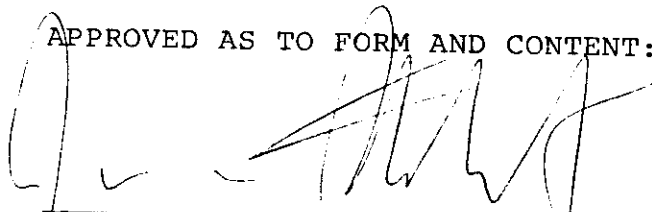
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all parties to this lawsuit are hereby permanently enjoined, restrained and precluded from instituting or maintaining any

action against Mass General or any of its officers, agents, directors or affiliates as a result of the issuance of the Policies or the performance of its obligations thereunder.

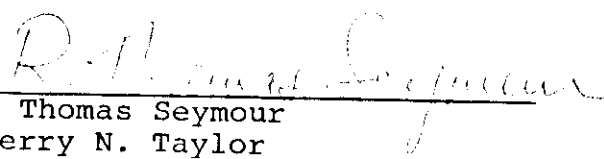
IT IS FURTHER ORDERED that the issue of whether Plaintiff is entitled to its costs, including attorneys' fees, in prosecuting this action for interpleader, the amount of those costs and the parties, if any, responsible for the payment of those costs shall be determined at a subsequent hearing to be set by the Court.


JAMES O. ELLISON
United States District Judge

APPROVED AS TO FORM AND CONTENT:


James M. Sturdivant
Elsie C. Draper
Teresa B. Adwan
GABLE & GOTWALS
2000 Fourth Nat'l Bank Bldg.
Tulsa, OK 74119

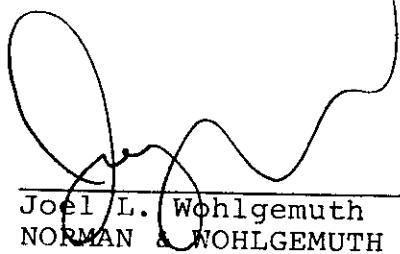
Attorneys for Plaintiff,
Massachusetts General Life
Insurance Company


R. Thomas Seymour
Sherry N. Taylor
230 Mid-Continent Tower
Tulsa, Oklahoma 74103

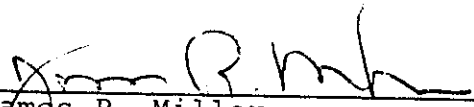
Attorneys for Defendant,
R. Thomas Seymour,
Trustee of the Estate
of James C. Leake, Jr., Bankrupt

James L. Sneed
309 Philtower
Tulsa, OK 74103

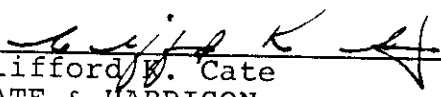
William D. Haught
WRIGHT, LINDSEY & JENNINGS
2200 Worthen Bank Bldg.
Little Rock, AR 72201


Joel L. Wohlgemuth
NORMAN & WOHLGEMUTH
2900 Mid-Continent Tower
Tulsa, OK 74103

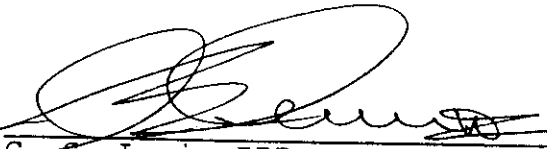
Attorneys for Defendants John G. Leake,
Nancy Leake Sevenoaks, and John Charles
Smith, as Trustees of the Jean Leake
Irrevocable Life Insurance Trust dated
April 19, 1988; and John G. Leake,
Nancy Leake Sevenoaks, Individually


James R. Miller
MOYERS, MARTIN, SANTEE,
IMEL & TETRICK
320 South Boston Building, Suite 920
Tulsa, Oklahoma 74103

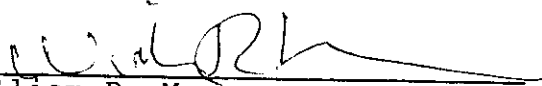
Attorneys for Defendants
James C. Leake, Sr., Liquidating
Trustee, and Leake Industries,
Inc., a dissolved corporation


Clifford K. Cate
CATE & HARRISON
420 West Broadway
P. O. Box 2669
Muskogee, OK 74402-2669

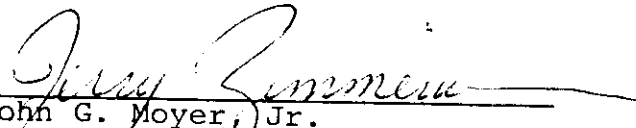
Attorneys for Defendant,
James C. Leake, Sr., Individually


C. S. Lewis III
ROBINSON, BOESE, ORBISON & LEWIS
1500 One Williams Center
P.O. Box 1046
Tulsa, OK 74101


Attorneys for Defendant, Bank of
Oklahoma, N.A. as Trustee of the
Jean Leake 1983 Trust, dated
October 13, 1983


William R. Moss
2510 East 21st Street
Tulsa, OK 74114

Attorneys for Ted M. Riseling
and Charles Gish, as Co-Trustees
of the Marjory Elizabeth Leake
Trust No. 1, the James Chowning
Leake, III Trust No. 1, and the
John Daniel Leake Trust No. 1


John G. Moyer, Jr.
Jerry L. Zimmerman
ROSENSTEIN, FIST & RINGOLD
525 South Main, Suite 300
Tulsa, OK 74103

Attorneys for Defendants
James C. Leake, III; and John Daniel
Leake and Marjory Elizabeth Leake,
by their mother and next friend
Harriet Leake


William C. Kellough
BOONE, SMITH, DAVIS & HURST
100 West Fifth Street
500 Oneok Plaza
Tulsa, OK 74103

Attorneys for Defendant,
Personal Representative of the
Estate of Jean Leake, Deceased

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

JUL 28 1989

CLERK

HARRIS OIL & GAS COMPANY,

Plaintiff,

v.

INESCO OILFIELD SERVICES
COMPANY, INC.,

Defendant.

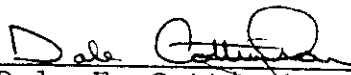
Case No. CIV-89-532-C

Notice of DISMISSAL WITHOUT PREJUDICE

COMES NOW, the undersigned party hereto and, pursuant to Rule 41(a) of the Federal Rules of Civil Procedure, dismisses the above-styled case without prejudice to the bringing of another action.

MORICOLI, WILSON, HARRIS & DUBBERSTEIN,
A Professional Corporation

By



Dale E. Cottingham - OBA No. 1937

Leslie G. Christensen - OBA No. 13034

Suite 1200, First Oklahoma Tower
210 West Park Avenue
Oklahoma City, Oklahoma 73102-5664
Telephone: (405) 235-3357

Attorneys for Plaintiff,
HARRIS OIL & GAS COMPANY

CERTIFICATE OF SERVICE

THIS IS TO CERTIFY that, on this 28th day of July, 1989,
a true and correct copy of the above and foregoing DISMISSAL
WITHOUT PREJUDICE was hand delivered to the following:

INESCO OILFIELD SERVICES COMPANY, INC.
324 South Main Street, Suite 300
Tulsa, Oklahoma 74103



Dale E. Cottingham

DEC/4/1687.1/1697.2

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

Ivan Dean Ramsey
and Katherine Edith Ramsey

vs.

Fibreboard Corporation , et al

§
§
§
§
§

Cause No. 88-C-106-E

AGREED ORDER OF DISMISSAL

Upon stipulation of the plaintiffs and Eagle-Picher Industries, Inc., by and through their respective attorneys, that this cause has been amicably settled between them.

IT IS, BY THE COURT, ORDERED that the claims of the plaintiffs be, and hereby are, dismissed with prejudice as to Eagle-Picher Industries, Inc., only.

SIGNED this 25th day of July, 1989.

JAMES O. EUBANK

UNITED STATES DISTRICT JUDGE

APPROVED AND STIPULATED:

[Signature]
Attorney for Plaintiffs,

[Signature]
Joe Michael Russell,
Attorney for Defendant,
Eagle-Picher Industries, Inc.

NOTE: THIS ORDER IS TO BE MAILED
BY MOVANT TO ALL COUNSEL AND
PRO SE LITIGANTS IMMEDIATELY
UPON RECEIPT.

AGREED ORDER OF DISMISSAL
(ORDER2.FED)

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

Charles Edward
Cunningham and Dollie L.
Cunningham

vs.

Owens-Corning Fiberglas
Corporation, et al

§
§
§
§
§
§
§
§
§

87-0-977-E
-CA3-86-1636-D

AGREED ORDER OF DISMISSAL

Upon stipulation of the plaintiffs and Eagle-Picher Industries, Inc., by and through their respective attorneys, that this cause has been amicably settled between them.

IT IS, BY THE COURT, ORDERED that the claims of the plaintiffs be, and hereby are, dismissed with prejudice as to Eagle-Picher Industries, Inc., only.

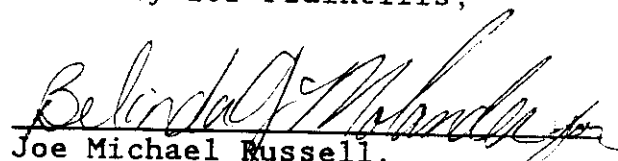
SIGNED this 25th day of July, 1989.

BY JAMES O. ELSON

UNITED STATES DISTRICT JUDGE

APPROVED AND STIPULATED:


Attorney for Plaintiffs,


Joe Michael Russell,
Attorney for Defendant,
Eagle-Picher Industries, Inc.

AGREED ORDER OF DISMISSAL
(ORDER2.FED)

NOTE: THIS ORDER IS TO BE MAILED
BY MOVANT TO ALL COUNSEL AND
PRO SE LITIGANTS IMMEDIATELY
UPON RECEIPT.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

L.D. Goss and
Norma J. Goss

vs.

Fibreboard Corporation, et al

§
§
§
§
§
§

Cause No. 89-C-127-E

AGREED ORDER OF DISMISSAL

Upon stipulation of the plaintiffs and Eagle-Picher Industries, Inc., by and through their respective attorneys, that this cause has been amicably settled between them.


IT IS, BY THE COURT, ORDERED that the claims of the plaintiffs be, and hereby are, dismissed with prejudice as to Eagle-Picher Industries, Inc., only.

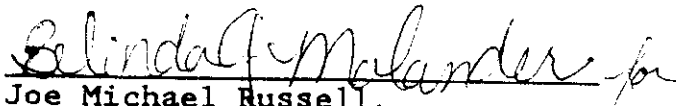
SIGNED this 25th day of July, 1989.

JAMES O. BLISS

UNITED STATES DISTRICT JUDGE

APPROVED AND STIPULATED:


Attorney for Plaintiffs,


Joe Michael Russell,
Attorney for Defendant,
Eagle-Picher Industries, Inc.

NOTE: THIS ORDER IS TO BE MAILED
BY MOVANT TO ALL COUNSEL AND
PRO SE LITIGANTS IMMEDIATELY
UPON RECEIPT.

AGREED ORDER OF DISMISSAL
(ORDER2.FED)

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

Stanley John O'Banion
and Louise O'Banion

vs.

Fibreboard Corporation , et al

§
§
§
§
§
§

Cause No. 88-C-0092-E

AGREED ORDER OF DISMISSAL

Upon stipulation of the plaintiffs and Eagle-Picher Industries, Inc., by and through their respective attorneys, that this cause has been amicably settled between them.

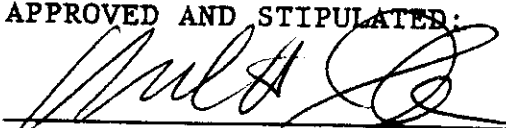
IT IS, BY THE COURT, ORDERED that the claims of the plaintiffs be, and hereby are, dismissed with prejudice as to Eagle-Picher Industries, Inc., only.

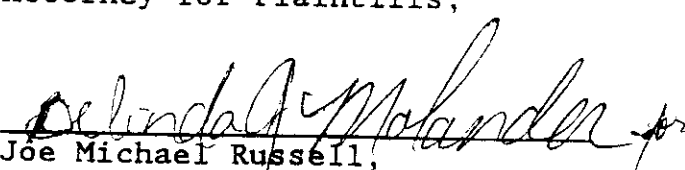
SIGNED this 25th day of July, 1989.

S/ JAMES O. EUBANK

UNITED STATES DISTRICT JUDGE

APPROVED AND STIPULATED:


Attorney for Plaintiffs,


Joe Michael Russell,
Attorney for Defendant,
Eagle-Picher Industries, Inc.

NOTE: THIS ORDER IS TO BE MAILED
BY MOVANT TO ALL COUNSEL AND
PRO SE LITIGANTS IMMEDIATELY
UPON RECEIPT.

AGREED ORDER OF DISMISSAL
(ORDER2.FED)

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

JUL 27 1989

INLAND MORTGAGE CORPORATION,
an Oklahoma Corporation,

Plaintiff,

vs.

CENTRAL MORTGAGE CORPORATION,
a foreign corporation; and
COLONIAL CENTRAL SAVINGS BANK,
a foreign corporation,

Defendants.

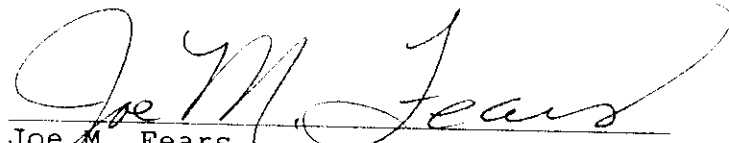
Jack C. Silver, Clerk
U.S. DISTRICT COURT

Case No. 89-C-036-E ✓

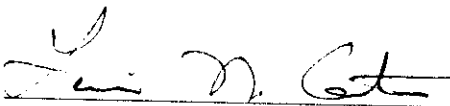
OF
STIPULATION FOR DISMISSAL

COME NOW the parties by their respective counsel and stipulate that the above captioned action may be dismissed against Defendant Colonial Central Savings Bank.

Respectfully Submitted,



Joe M. Fears
MARSH & SHACKLETT, P.C.
100 West Fifth Street, Suite 606
Tulsa, Oklahoma 74103
918/587-0141



Lewis Carter
DOERNER, STUART, SAUNDERS,
DANIEL & ANDERSON
1000 Atlas Life Building
Tulsa, Oklahoma 74103
918/582-1211

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

1989

Diann Watson and Deann §
Dorward, Individually and as §
Personal Representatives of §
the Heirs and Estate of Vernon §
Vance Dennis, deceased §
§
vs. §
§
Fibreboard Corporation, et al §

Cause No. 88-C-84-E

AGREED ORDER OF DISMISSAL

Upon stipulation of the plaintiffs and Eagle-Picher Industries, Inc., by and through their respective attorneys, that this cause has been amicably settled between them.

IT IS, BY THE COURT, ORDERED that the claims of the plaintiffs be, and hereby are, dismissed with prejudice as to Eagle-Picher Industries, Inc., only.

SIGNED this 25th day of July, 1989.

W. JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

APPROVED AND STIPULATED:

[Signature]
Attorney for Plaintiffs,

[Signature]
Joe Michael Russell,
Attorney for Defendant,
Eagle-Picher Industries, Inc.

NOTE: THIS ORDER IS TO BE MAILED
BY MOVANT TO ALL COUNSEL AND
PRO SE LITIGANTS IMMEDIATELY
UPON RECEIPT.

AGREED ORDER OF DISMISSAL
(ORDER.FED)

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

Virgil Gorham and Olline
Gorham

vs.

Fibreboard Corporation, et al

§
§
§
§
§
§

Cause No. 88-C-134-E

AGREED ORDER OF DISMISSAL

Upon stipulation of the plaintiffs and Eagle-Picher Industries, Inc., by and through their respective attorneys, that this cause has been amicably settled between them.

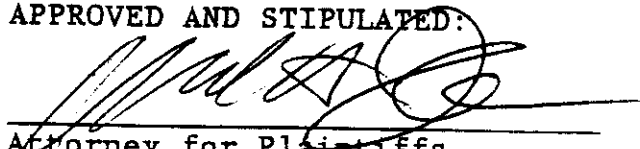
IT IS, BY THE COURT, ORDERED that the claims of the plaintiffs be, and hereby are, dismissed with prejudice as to Eagle-Picher Industries, Inc., only.

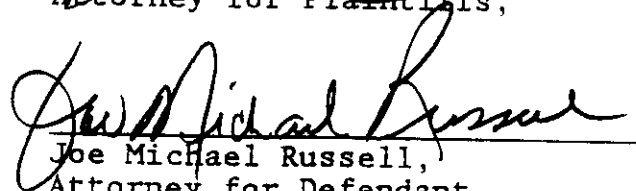
SIGNED this 25th day of July, 1989.

W. JAMES D. ELISON

UNITED STATES DISTRICT JUDGE

APPROVED AND STIPULATED:


Attorney for Plaintiffs,


Joe Michael Russell,
Attorney for Defendant,
Eagle-Picher Industries, Inc.

NOTE: THIS ORDER IS TO BE MAILED
BY MOVANT TO ALL COUNSEL AND
PRO SE LITIGANTS IMMEDIATELY
UPON RECEIPT.

AGREED ORDER OF DISMISSAL
(ORDER2.FED)

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

Bonnie Jean Cole, Individually §
and as Personal Representative §
of the Heirs and Estate of §
Willard Travis Cole, Deceased §
vs. §
Fibreboard Corporation, et al §

Cause No. 88-C-641-E

AGREED ORDER OF DISMISSAL

Upon stipulation of the plaintiff and Eagle-Picher Industries, Inc., by and through their respective attorneys, that this cause has been amicably settled between them.

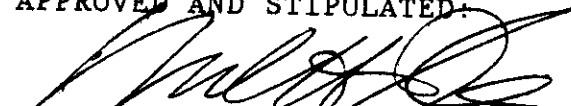
IT IS, BY THE COURT, ORDERED that the claims of the plaintiff be, and hereby are, dismissed with prejudice as to Eagle-Picher Industries, Inc., only.

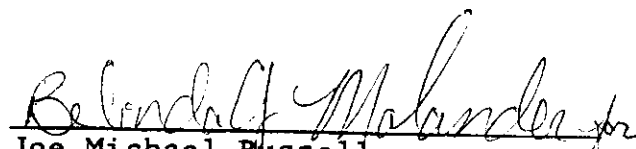
SIGNED this 25th day of July, 1989.

JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

APPROVED AND STIPULATED:


Attorney for Plaintiff,


Joe Michael Russell,
Attorney for Defendant,
Eagle-Picher Industries, Inc.

NOTE: THIS ORDER IS TO BE MAILED
BY MOVANT TO ALL COUNSEL AND
PRO SE LITIGANTS IMMEDIATELY
UPON RECEIPT.

AGREED ORDER OF DISMISSAL
(ORDER.FED)

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

Bill B. Haithcoat and §
Beverly J. Haithcoat §
vs. §
Owens-Corning Fiberglas, et al §

86-C-995-E
Cause No. ~~CA3-86-2406-G~~

AGREED ORDER OF DISMISSAL

Upon stipulation of the plaintiffs and Eagle-Picher Industries, Inc., by and through their respective attorneys, that this cause has been amicably settled between them.

IT IS, BY THE COURT, ORDERED that the claims of the plaintiffs be, and hereby are, dismissed with prejudice as to Eagle-Picher Industries, Inc., only.

SIGNED this 25th day of July, 1989.

W. JAMES CL. HIRSH

UNITED STATES DISTRICT JUDGE

APPROVED AND STIPULATED:

[Signature]
Attorney for Plaintiffs.

[Signature]
Joe Michael Russell,
Attorney for Defendant,
Eagle-Picher Industries, Inc.

NOTE: THIS ORDER IS TO BE MAILED
BY MOVANT TO ALL COUNSEL AND
PRO SE LITIGANTS IMMEDIATELY
UPON RECEIPT.

AGREED ORDER OF DISMISSAL
(ORDER 2.FED)

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

CLARK EQUIPMENT CREDIT CORP.,)
)
Plaintiff,)
)
v.)
)
EASTERN MINING & MINERALS, INC.)
et al.,)
)
Defendants.)

M-1509-E ✓

FILED

JUL 27 1989 dt

Jack C. Silver, Clerk
U.S. DISTRICT COURT

ORDER

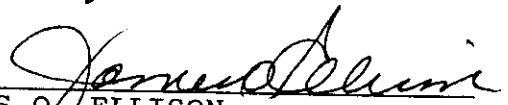
The Court has for consideration the Report and Recommendation of the United States Magistrate filed June 27, 1989 in which the Magistrate recommended that the Defendant's Claim for Exemption be granted and that the funds be released to Glen A. Stoner, as his exclusively. Further, that Plaintiff's Motion to Add Stoner as a Party-Defendant be denied, as moot.

No exceptions or objections have been filed and the time for filing such exceptions or objections has expired.

After careful consideration of the record and the issues, the Court has concluded that the Report and Recommendation of the United States Magistrate should be and hereby is adopted and affirmed.

It is, therefore, Ordered that the Defendant's Claim for Exemption is granted and that the funds be released to Glen A. Stoner, as his exclusively. Further, that Plaintiff's Motion to Add Stoner as a Party-Defendant is denied, as moot.

Dated this 27th day of July, 1989.


JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

FILED

JUL 27 1989

CLERK
Joint Stipulation
of Dismissal With
Prejudice

Gene L. Mortensen, OBA #6452
Jerry A. Richardson, OBA #10455
Rosenstein, Fist & Ringold
525 South Main, Suite 300
Tulsa, OK 74103
(918) 585-9211

Judge H. Dale Cook

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

RALPH BARNARD, and CLARA)
BARNARD, next friends and)
parents of MICHAEL BARNARD,)
their minor child,)

Plaintiffs,)

vs.)

Case No. 88-C-1626-C /

JUDY ADSIT, FRANCES WHALEY,)
PAT CULTER and INDEPENDENT)
SCHOOL DISTRICT NO. I-6,)
PAWNEE COUNTY, OKLAHOMA,)

Defendants.)


JOINT STIPULATION OF
DISMISSAL WITH PREJUDICE

The plaintiffs, Ralph Barnard and Clara Barnard, next friends and parents of Michael Barnard, their minor child ("Barnards"), and the defendants, Independent School District No. I-6 of Pawnee County, Oklahoma (the "Cleveland School District"), Judy Adsit, Frances Whaley and Pat Culter, advise the Court that the captioned dispute has been resolved and, pursuant to Rule

41(a)(1)(II), Fed. R. Civ. P., jointly stipulate that the instant action be dismissed with prejudice, with each party to bear his own costs.

ROSENSTEIN, FIST & RINGOLD

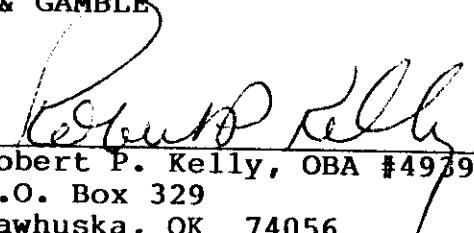
By:


Gene L. Mortensen, OBA #6452
Jerry A. Richardson, OBA #10455
525 South Main, Suite 300
Tulsa, OK 74103
(918) 585-9211

Attorneys for Defendants

KELLY & GAMBLE

By:


Robert P. Kelly, OBA #4979
P.O. Box 329
Pawhuska, OK 74056

Attorneys for Plaintiffs

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

1989

W. F. (BILL) NORTH,

Plaintiff,

vs.

CENTRILIFT-HUGHES, INC.,
PUMP DIVISION, a division of
Baker Hughes Corporation, a
Delaware Corporation, formerly
known as CENTRILIFT-HUGHES, INC.,
a division of Hughes Tool
Company, a Delaware Corporation,

Defendant.

Case No. 88-C-1446E

STIPULATED JUDGMENT OF DISMISSAL

Upon consideration of the Joint Stipulation for Dismissal With Prejudice submitted by all parties to this action, and in view of the parties' resolution of the issues raised in the above styled cause of action herein with the advise and assistance of counsel, it is hereby

ORDERED that this action be dismissed with prejudice, each party to bear its own attorneys fees and costs.

SO ORDERED this 25th day of July, 1989.

JAMES O. ELISON

UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

1989 JUL 13

Charles H. Davis, Clerk
U.S. DISTRICT COURT

FEDERAL DEPOSIT INSURANCE CORPORATION,)
in its corporate capacity,)

Plaintiff,)

vs.)

No. 89-C-143B

CHARLES H. DAVIS and GINETTE M. PATCH,)
husband and wife, and ESTATE OF JACK)
PATTILLO,)

Defendants.)

JOURNAL ENTRY OF JUDGMENT

Now on this 27th day of July, 1989, comes on for
consideration the Motion for Default Judgment filed herein by
Plaintiff, Federal Deposit Insurance Corporation, in its
corporate capacity ("FDIC").

This Court having duly considered the issues presented by
FDIC, and a decision having been duly rendered, finds as follows:

1. Plaintiff Federal Deposit Insurance Corporation in its
corporate capacity ("FDIC") is a corporation organized and exist-
ing under the laws of the United States of America.

2. Defendants Charles H. Davis ("Davis") and Ginette M.
Patch ("Patch") are husband and wife and reside within the
Northern District of Oklahoma.

3. All of the real property involved in this matter is
located in Osage County, State of Oklahoma.

4. Jurisdiction is availing in this Court pursuant to the
provisions of 28 U.S.C. §1332(a) and 12 U.S.C. §1819(Fourth).

5. On or about September 2, 1986, for good and valuable consideration, Defendants Davis and Patch made, executed and delivered unto The First National Bank of Skiatook, Skiatook, Oklahoma (the "Bank") that certain Promissory Note in the original principal sum of \$148,032.50, plus interest accruing thereon at the rate of 13.0%, with a maturity date of May 30, 1987 (the "Note").

6. As security for the repayment of the indebtedness evidenced by the Note, together with all other indebtedness previously due and owing or thereafter accruing, Defendants Davis and Patch made, executed and delivered unto the Bank certain Real Estate Mortgages (the "Mortgages") covering certain real property located in Osage County, State of Oklahoma, more particularly described as follows:

A. Mortgage of Real Estate, dated July 13, 1984 (filed 7/18/84 in Book 659, at page 495, in the Office of the County Clerk of Osage County, Oklahoma) covering: the SW/4 of the SE/4 and S/2 of the SE/4, SE, Section 8, Township 22 North, Range 12 East, Osage County, State of Oklahoma, containing 60 acres more or less.

B. Mortgage of Real Estate, dated June 4, 1985 (filed 7/7/85 in Book 677, at page 601, in the Office of the County Clerk of Osage County, Oklahoma) covering: the SW/4 of the SE/4 and S/2 of the SE/4, SE, Section 8, Township 22 North, Range 12 East, Osage County, State of Oklahoma, containing 60 acres more or less, LAND ONLY.

C. Mortgage of Real Estate, dated July 12, 1985 (filed 7/15/85 in Book 679, at page 682, in the Office of the County Clerk of Osage County, Oklahoma) covering: the SW/4 of the SE/4 and S/2 of the SE/4, SE, Section 8, Township 22 North, Range 12 East, Osage County, State of Oklahoma, containing 60 acres more or less, LAND ONLY.

D. Mortgage of Real Estate, dated December 5, 1984 (filed 12/10/84 in Book 667, at page 51, in the Office of the County Clerk of Osage County, Oklahoma) covering: A tract of land in the North Half of the Northwest Quarter of Section 17, Township 22 North, Range 12 East of the Indian Base and Meridian, Osage County, State of Oklahoma, being more particularly described as follows, to-wit:

Beginning at the Point of Intersection of the South Line of said N/2 NW/4, and the centerline of an existing road, thence Easterly along the South line of said N/2 NW/4, a distance of 1200.0 feet; thence North a distance of 443.79 feet; thence West and parallel to the South line of said N/2 NW/4, a distance of 959.43 feet to the centerline of said existing road; thence S 28° 27' 42" West along said existing road a distance of 504.80 feet to the point of beginning and containing 11.0 acres, more or less.

E. Mortgage of Real Estate, dated May 8, 1985, (filed 5/16/85 in Book 676, at page 460, in the Office of the County Clerk of Osage County, Oklahoma) covering: A tract of land in the North Half of the Northwest Quarter of Section 17, Township 22 North, Range 12 East of the Indian Base and Meridian, Osage County, State of Oklahoma, being more particularly described as follows, to-wit:

Beginning at the Northeast corner of said North Half, Northwest Quarter, thence S 89° 52' 58" West along the North line of said North Half Northwest Quarter a distance of 673.85 feet to a point; thence due South a distance of 350.89 feet to a point; thence South 17° 00' 07" West a distance of 552.33 feet to a point; thence South 0° 05' 49" East a distance of 443.79 feet to a point on the South line of said North Half Northwest Quarter; thence South 89° 46' 21" East and along the South line of the North Half Northwest Quarter a distance of 825.32 feet to the Southeast Corner of said North Half Northwest Quarter; thence North 0° 24' 05" East and along the East line of said North Half Northwest Quarter a distance of 1327.63 feet to the point of Beginning, containing 23.0 acres, more or less, LAND ONLY.

The real properties described above are hereafter collectively referred to as the "Subject Properties".

7. On October 23, 1986, the Oklahoma Banking Commissioner ("Commissioner") issued Order No. 86-R-31 closing the Bank and assumed exclusive custody and control of the property and affairs of the Bank, all pursuant to Okla. Stat. tit. 6, §1205(B) (1984).

8. The Commissioner tendered to Federal Deposit Insurance Corporation appointment as the Liquidating Agent of the Bank (the "Liquidating Agent"), pursuant to Okla. Stat. tit. 6, §1205(B) (1984).

9. Pursuant to 12 U.S.C. §1821(e), Federal Deposit Insurance Corporation accepted appointment as Liquidating Agent of the Bank and became possessed of all assets, business and property of the Bank pursuant to Okla. Stat. tit. 6, §1206(C) (1984).

10. Subsequent thereto, FDIC acquired all right, title and interest of the Liquidating Agent in and to the Note, together with the Mortgages from the Liquidating Agent.

11. The Note matured on May 30, 1987, but Defendants Davis and Patch have failed and refused to make the payments required under the terms of the Note and as a consequence are in default thereunder.

12. As of February 9, 1989, there was due and owing under the terms of the Note the principal sum of \$148,032.50, plus accrued interest in the sum of \$37,476.99, plus interest accruing from and after February 9, 1989, until paid in full at the rate of \$52.72 per diem.

13. Defendants Davis and Patch are Debtors in Case No. 87-02702, a Chapter 11 bankruptcy proceeding, styled In Re: Davis, Charles H. and Austin, K. B., f/k/a Patch, Ginette M. a/k/a Patch, Krishnabai, Debtors, (the "Bankruptcy Action"), which is pending in the United States Bankruptcy Court for the Northern District of Oklahoma.

14. On December 29, 1987, an order was entered in the Bankruptcy Action granting FDIC relief from the automatic stay provisions of 11 U.S.C. §362(d)(2) to permit FDIC to foreclose the Mortgages covering the Subject Properties.

15. Defendant Pattillo has disclaimed any interest in the Subject Properties by virtue of its Disclaimer filed herein on April 26, 1989, and, accordingly, should be discharged from this action.

16. By virtue of the Mortgages, FDIC has a first, valid prior and superior security interest in and to the Subject Properties and is entitled to foreclose its interests therein. This Court finds that the Subject Properties should be sold with appraisement.

17. The right, title, and/or interest, if any, of Defendants in and to the Subject Properties is junior, subordinate, and inferior to the right, title, and interest of FDIC under the terms of the Mortgages.

18. This Court finds that FDIC has a first, valid, prior, and superior interest in and to the Subject Properties.

Accordingly, FDIC is entitled to foreclose the Mortgages against the Subject Properties.

19. FDIC is entitled to have its Mortgages foreclosed and have the Subject Properties sold at Sheriff's Sales, with the proceeds realized therefrom being applied first to the reduction of all indebtedness due and owing to FDIC under the terms of the Note, including any costs and attorney's fees awarded to FDIC, with any sum remaining thereafter being applied pursuant to further order of this Court.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that Plaintiff, FDIC, have judgment in rem against the Defendants Davis and Patch in the principal sum of \$148,032.50, plus interest accrued to February 9, 1989, in the sum of \$37,476.99, plus interest accruing from and after February 9, 1989, to the date of judgment at the rate of \$52.72 per diem, all costs and expenses incurred herein by FDIC including a reasonable attorney's fee, plus interest on the total at the rate of 8 1/2 % per annum from the date of judgment until paid in full, at the maximum rate allowed by law, up to the value of the Subject Properties.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant Estate of Jack Pattillo be and is hereby discharged from this action, having disclaimed any interest in the Subject Properties and this Court finding that Defendant Pattillo has no interest in the Subject Properties.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Mortgages are first, valid, prior, and superior liens against the Subject Properties, that the right, title, and/or interest of any of Defendants in and to the Subject Properties is junior, subordinate, and inferior to the Mortgages, and that FDIC is hereby entitled to foreclose its interest therein. Further, upon foreclosure of the Mortgages, FDIC is entitled to have the Subject Properties sold at Sheriff's Sales, with all proceeds realized therefrom being applied in reduction of the indebtedness due and owing to FDIC under the terms of the Note, including its costs and attorney's fees, with any sum remaining thereafter to be applied pursuant to further order of this Court.

DATED this 27th day of July, 1989.

S/ THOMAS R. BRETT

United States District Judge

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

TERRY RACICOT,

Plaintiff,

vs.

No. 89-C-391-B

OKLAHOMA STATE UNIVERSITY, a
member of The Oklahoma State
System of Higher Education; THE
OKLAHOMA STATE REGENTS FOR
HIGHER EDUCATION; CLYDE B.
JENSEN, Ph.D., in his official
capacity as President of the
College of Osteopathic Medicine
of Oklahoma State University;
JACK R. WOLFE, D.O., in his
official capacity as Dean of
Academic Affairs of the College
of Osteopathic Medicine of
Oklahoma State University, and
THE BOARD OF REGENTS FOR
OKLAHOMA AGRICULTURAL &
MECHANICAL COLLEGES,

Defendants.

FILED


JACK C. SILVER, Clerk
U.S. DISTRICT COURT

ADMINISTRATIVE CLOSING ORDER

The parties having agreed to administratively close this case pending administrative proceedings, IT IS HEREBY ORDERED that the Clerk administratively terminate this action in his records, without prejudice to the rights of the parties to re-open this proceeding for good cause shown for the entry of any stipulation or order, or for any other purpose required to obtain a final determination of the litigation.

If within sixty (60) days of a final adjudication of the administrative proceedings, the parties have not re-opened the case for the purpose of obtaining a final determination herein, this action shall be deemed dismissed with prejudice.

DATED this 27th day of July, 1989.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT **F I L E D**
FOR THE NORTHERN DISTRICT OF OKLAHOMA JUL 27 1989

CLEDITH ALAN BARNES,

Plaintiff,

vs.

WILLIAM D. JORDAN; CITY
OF SKIATOOK, OKLAHOMA,

Defendants.

Jack C. Silver, Clerk
U.S. DISTRICT COURT

No. 89-C-430-B

ORDER OF DISMISSAL WITH PREJUDICE

Upon stipulation of all of the parties and for good cause shown, Plaintiff's causes of action against the Defendant, William D. Jordan and City of Skiatook, Oklahoma, are hereby dismissed with prejudice to the refiling of such actions.

SO ORDERED this 27 day of July, 1989.

S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

UNITED STATES OF AMERICA,

Plaintiff,

-vs-

DARRELL G. WOODARD,
444542978

Defendant,

CIVIL NO. 89-C-581 B

JUL 27 1989
Jark G. Silver, Clerk
U.S. DISTRICT COURT

CONSENT JUDGMENT

This matter coming on before this Court this 27th day of July, 1989, and the Court being informed in the premises and it appearing that the parties have agreed and consent to a judgment as set forth herein; in accordance therewith;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff, United States of America, have and recover judgment against the Defendant, DARRELL G. WOODARD, in the principal sum of \$1101.79, plus pre-judgment interest and administrative costs, if any, as provided by Section 3115 of Title 38, United States Code, together with service of process costs of \$11.00. Future costs and interest at the legal rate of 8 1/2%, will accrue from the entry date of this judgment and continue until this judgment is fully satisfied.

DATED this 27th day of July, 1989.

By: S/ THOMAS R. BRETT
U.S. DISTRICT JUDGE
NORTHERN DISTRICT OF OKLAHOMA

HERBERT N. STANDEVEN

District Counsel
Veterans Administration
Counsel for Plaintiff

AGREED By: Lisa A. Settle
LISA A. SETTLE, Attorney

AGREED: Darrell G. Woodard
DARRELL G. WOODARD

CERTIFICATE OF MAILING

This is to certify that on the 27th day of July, 1989, a true and correct copy of the foregoing was mailed postage prepaid thereon to: DARRELL G. WOODARD, 12123 East 21st Place, Tulsa, OK 74129.

Lisa A. Settle
LISA A. SETTLE, VA Attorney

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED
JUL 27 1989

Jack C. Silver, Clerk
U.S. DISTRICT COURT

LEONARD ARABIA, MARVIN BASIL)
CAROL CHISHOLM WEINER, and)
ARTHUR ARAKELIAN, individuals,)

Plaintiffs,)

vs.)

Case No. 89-C-091B

GIANT PETROLEUM, INC., an)
Oklahoma Corporation, GEORGE)
ELIAS, JR., and CATHY ELIAS,)
individuals; CIMARRON CRUDE)
CO., an Oklahoma Corporation,)
and AMERICAN PETROLEUM)
TRADING, INC., an Oklahoma)
corporation, and KERR-McGEE)
CORPORATION, a Delaware)
Corporation,)

Defendants.)

NOTICE OF DISMISSAL

COME NOW the plaintiffs, Leonard Arabia, Marvin Basil, Carol Chisholm Weiner and Arthur Arakelian and pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure, dismiss this action against Giant Petroleum, Inc., George Elias, Jr., and Cathy Elias. Plaintiffs' action was filed February 7, 1989, and Amended Complaints were filed February 14, 1989 and June 12, 1989. Defendants have not answered. Plaintiffs dismiss their claims against defendants Giant Petroleum, Inc., George Elias, Jr., and Cathy Elias related to the Frank-the-Tank #1 Program without prejudice as to the refiling thereof. Plaintiffs dismiss with

prejudice their claims against defendants Giant Petroleum, Inc., George Elias, Jr., and Cathy Elias related to the Arabia #5 and #7 Programs, the Basil #1 and #3 Programs, the Arabia #1 and #3 Programs and the Thomas #1 well.

Respectfully submitted,



Allan DeVore
Marjorie Ramana
The DeVore Law Firm,
A Professional Corporation
1318 North Robinson
Oklahoma City, Oklahoma 73103
(405) 232-4997
Attorney for Plaintiffs

CERTIFICATE OF MAILING

This is to certify that on the 27th day of July, 1989, a true and correct copy of the above and foregoing was mailed, postage prepaid, to the following:

James A. Williamson
1736 South Carson
Tulsa, OK 74119
Attorney for Defendants George Elias, Jr., and Giant Petroleum, Inc.

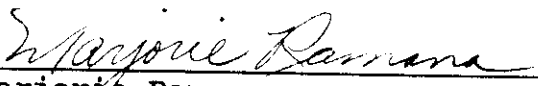
Mark Vanlandingham
James C. Peck
Kerr-McGee Center
P.O. Box 205861
Oklahoma City, OK 73125
Attorneys for Defendant Kerr-McGee Corporation

Wesley R. Thompson
15 South Park Street
Sapulpa, OK 74066
Attorney for Defendant American Petroleum Trading, Inc.

Clifford Archer
P.O. Box 35769
Tulsa, OK 74153
Appearing Pro Se on behalf
of Cimarron Crude, Inc.

Mark F. Peyton, III
Boyston & Peyton, Attorneys At Law
1717 S. Boulder, Suite 800
Tulsa, OK 74119

Stephen Q. Peters
Short, Harris, Turner, Daniel and McMahan
1924 S. Utica, Suite 700
Tulsa, OK 74104



Marjorie Ramana

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

JUL 27 1989

Jack C. Silver, Clerk
U.S. DISTRICT COURT

SHERYL K. WILCOX, an individual,)
JULIE A. STEWART, an individual,)
JOHN R. McFALL, an individual,)
LAVONNA PATTERSON, an individual,)
DANNY R. DUNN, an individual, and)
JAMES K. DUNN, an individual,)

Plaintiffs,)

vs.)

Case No. 88-C-1445-B

THE CITY OF HOMINY and CHARLES)
CRAWFORD, former Police Chief of)
the City of Hominy, and CHARLES)
CRAWFORD, an individual,)

Defendants.)

ORDER OF DISMISSAL WITH PREJUDICE
AS TO LAVONNA PATTERSON ONLY

Pursuant to the Joint Stipulation of Dismissal filed by the plaintiff, Lavonna Patterson, the Court dismisses, with prejudice, her Complaint against the defendants, the City of Hominy and Charles Crawford, with each party being responsible for their costs and attorney fees incurred herein.

Dated this 27th day of July, 1989.

S/ THOMAS R. BRETT


United States District Judge

FILED

Jack C. Silver, Clerk
U.S. DISTRICT COURT

JUDGMENT

ORDERED this 25TH day of July, 1989.


JAMES Q. ELLISON
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

1989
U.S. DISTRICT COURT

Leonard Austin and
Norma Lee Ballenger

vs.

Fibreboard Corporation, et al

§
§
§
§
§
§

Cause No. 88-C-209-E

AGREED ORDER OF DISMISSAL

Upon stipulation of the plaintiffs and Eagle-Picher Industries, Inc., by and through their respective attorneys, that this cause has been amicably settled between them.

IT IS, BY THE COURT, ORDERED that the claims of the plaintiffs be, and hereby are, dismissed with prejudice as to Eagle-Picher Industries, Inc., only.

SIGNED this _____ day of _____, 1989.


M. JAMES O. BLUNT

UNITED STATES DISTRICT JUDGE

APPROVED AND STIPULATED:



Attorney for Plaintiffs,



Joe Michael Russell,
Attorney for Defendant,
Eagle-Picher Industries, Inc.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
Plaintiff,)
vs.)
)
THE UNKNOWN HEIRS, EXECUTORS,)
ADMINISTRATORS, DEVISEES,)
TRUSTEES, SUCCESSORS AND)
ASSIGNS OF RHEA K. BLYTHE a/k/a)
RHEA KREHBIEL BLYTHE, Deceased;)
MARGUERITE M. BLYTHE; RICHARD)
BLYTHE; FEDERAL DIVERSIFIED)
SERVICES a/k/a FEDERAL)
DIVERSIFIED SERVICES, INC.;)
STATE OF OKLAHOMA ex rel.)
OKLAHOMA TAX COMMISSION; COUNTY)
TREASURER, Tulsa County,)
Oklahoma; and BOARD OF COUNTY)
COMMISSIONERS, Tulsa County,)
Oklahoma,)
)
Defendants.)

FILED

JUL 11 1989

U.S. DISTRICT COURT

CIVIL ACTION NO. 88-C-1516-E

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 25th day
of July, 1989. The Plaintiff appears by Tony M.
Graham, United States Attorney for the Northern District of
Oklahoma, through Nancy Nesbitt Blevins, Assistant United States
Attorney; the Defendants, County Treasurer, Tulsa County,
Oklahoma, and Board of County Commissioners, Tulsa County,
Oklahoma, appear by Carl Robinson, Assistant District Attorney,
Tulsa County, Oklahoma; the Defendants, Federal Diversified
Services a/k/a Federal Diversified Services, Inc. and State of
Oklahoma ex rel. Oklahoma Tax Commission, appear not, having
previously filed their Disclaimers; the Defendant, Richard
Blythe, appears pro se; and the Defendants, The Unknown Heirs,

Executors, Administrators, Devisees, Trustees, Successors and Assigns of Rhea K. Blythe a/k/a Rhea Krehbiel Blythe, Deceased, and Marguerite M. Blythe, appear not, but make default.

The Court being fully advised and having examined the file herein finds that the Defendant, Marguerite M. Blythe, acknowledged receipt of Summons and Complaint on November 21, 1988 and was mailed a copy of the Order For Service By Publication as set forth in the Certificate of Publication and Mailing; that the Defendant, Richard Blythe, acknowledged receipt of Summons and Complaint on November 10, 1988 and was mailed a copy of the Order For Service By Publication as set forth in the Certificate of Publication and Mailing; that the Defendant, Federal Diversified Services a/k/a Federal Diversified Services, Inc., acknowledged receipt of Summons and Complaint on November 23, 1988; that the Defendant, State of Oklahoma ex rel. Oklahoma Tax Commission, acknowledged receipt of Summons and Complaint on November 10, 1988; that Defendant, County Treasurer, Tulsa County, Oklahoma, acknowledged receipt of Summons and Complaint on November 15, 1988; and that Defendant, Board of County Commissioners, Tulsa County, Oklahoma, acknowledged receipt of Summons and Complaint on November 10, 1988.

The Court further finds that the Defendants, The Unknown Heirs, Executors, Administrators, Devisees, Trustees, Successors and Assigns of Rhea K. Blythe a/k/a Rhea Krehbiel Blythe, Deceased, were served by publishing notice of this action in the Tulsa Daily Business Journal & Legal Record, a newspaper of general circulation in Tulsa County, Oklahoma, once a week for

six (6) consecutive weeks beginning March 2, 1989, and continuing to April 6, 1989, as more fully appears from the verified Proof of Publication duly filed herein on April 21, 1989 and the Certificate of Publication and Mailing filed herein on April 24, 1989; and that this action is one in which service by publication is authorized by 12 O.S. Section 2004(C)(3)(c) and 84 O.S. § 260. Counsel for the Plaintiff does not know and with due diligence cannot ascertain the whereabouts of the Defendants, The Unknown Heirs, Executors, Administrators, Devisees, Trustees, Successors and Assigns of Rhea K. Blythe a/k/a Rhea Krehbiel Blythe, Deceased, and service cannot be made upon said Defendants within the Northern Judicial District of Oklahoma or the State of Oklahoma by any other method, or upon said Defendants without the Northern Judicial District of Oklahoma or the State of Oklahoma by any other method, as more fully appears from the evidentiary affidavit of a bonded abstracter filed herein with respect to the last known addresses of the Defendants, The Unknown Heirs, Executors, Administrators, Devisees, Trustees, Successors and Assigns of Rhea K. Blythe a/k/a Rhea Krehbiel Blythe, Deceased. The Court conducted an inquiry into the sufficiency of the service by publication to comply with due process of law and based upon the evidence presented together with affidavit and documentary evidence finds that the Plaintiff, United States of America, acting on behalf of the Secretary of Veterans Affairs, and its attorneys, Tony M. Graham, United States Attorney for the Northern District of Oklahoma, through Nancy Nesbitt Blevins, Assistant United States Attorney, fully exercised due diligence

in ascertaining the true name and identity of the parties served by publication with respect to their present or last known places of residence and/or mailing addresses. The Court accordingly approves and confirms that the service by publication is sufficient to confer jurisdiction upon this Court to enter the relief sought by the Plaintiff, both as to the subject matter and the Defendants served by publication.

It appears that the Defendants, County Treasurer, Tulsa County, Oklahoma, and Board of County Commissioners, Tulsa County, Oklahoma, filed their Answers on November 29, 1988 and their Answers to Amended Complaint on December 30, 1988; that the Defendant, Federal Diversified Services a/k/a Federal Diversified Services, Inc., filed its Disclaimer on May 30, 1989; that the Defendant, State of Oklahoma ex rel. Oklahoma Tax Commission, filed its Disclaimer on December 16, 1988; and that the Defendants, The Unknown Heirs, Executors, Administrators, Devisees, Trustees, Successors and Assigns of Rhea K. Blythe a/k/a Rhea Krehbiel Blythe, Deceased, and Marguerite M. Blythe, have failed to answer and their default has therefore been entered by the Clerk of this Court.

The Court further finds that this is a suit based upon a certain mortgage note and for foreclosure of a mortgage securing said mortgage note upon the following described real property located in Tulsa County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lot Thirteen (13), Block Eight (8), FRIENDLY HOMES ADDITION, Tulsa County, State of Oklahoma, according to the Recorded Plat thereof.

The Court further finds that this is a suit brought for the further purpose of judicially determining the death of Rhea K. Blythe a/k/a Rhea Krehbiel Blythe and of judicially determining the heirs of Rhea K. Blythe a/k/a Rhea Krehbiel Blythe.

The Court further finds that Rhea K. Blythe a/k/a Rhea Krehbiel Blythe (hereinafter referred to by either of these names) became the record owner of the real property involved in this action, by virtue of that certain Warranty Deed dated March 30, 1981, which was filed in the records of the County Clerk of Tulsa County, Oklahoma, on April 6, 1981, in Book 4536, Page 1888. There also appears in the chain of title a General Warranty Deed from Way Enterprises to Rhea K. Blythe and Marguerite M. Blythe. Said Deed was dated December 18, 1985, and recorded on December 20, 1985, in Book 4914, Page 8, in the records of the County Clerk of Tulsa County, Oklahoma.

The Court further finds that Rhea Krehbiel Blythe died intestate on October 10, 1987. The Certificate of Death No. 22750 was issued by the Oklahoma State Department of Health certifying Rhea Krehbiel Blythe's death.

The Court further finds that on March 31, 1981, Rhea K. Blythe, now deceased, executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, now known as Secretary of Veterans Affairs, her mortgage note in the amount of \$32,300.00, payable in monthly installments, with interest thereon at the rate of 13.5 percent per annum.

The Court further finds that as security for the payment of the above-described note, Rhea K. Blythe, now deceased, executed and delivered to the United States of America,

acting on behalf of the Administrator of Veterans Affairs, now known as Secretary of Veterans Affairs, a mortgage dated March 31, 1981, covering the above-described property. Said mortgage was recorded on April 6, 1981, in Book 4536, Page 2078, in the records of Tulsa County, Oklahoma.

The Court further finds that the Defendant, Rhea K. Blythe a/k/a Rhea Krehbiel Blythe, now deceased, made default under the terms of the aforesaid note and mortgage by reason of her failure to make the monthly installments due thereon, and that by reason thereof Plaintiff alleges that there is now due and owing under the note and mortgage, after full credit for all payments made, the principal sum of \$31,512.62, plus interest at the rate of 13.5 percent per annum from March 1, 1988 until judgment, plus interest thereafter at the legal rate until fully paid, and the costs of this action accrued and accruing.

The Court further finds that Plaintiff is entitled to a judicial determination of the death of Rhea K. Blythe a/k/a Rhea Krehbiel Blythe and to a judicial determination of the heirs of Rhea K. Blythe a/k/a Rhea Krehbiel Blythe.

The Court further finds that the Defendant, County Treasurer, Tulsa County, Oklahoma, has a lien on the property which is the subject matter of this action by virtue of ad valorem taxes in the amount of \$288.00, plus penalties and interest, for the year 1988. Said lien is superior to the interest of the Plaintiff, United States of America.

The Court further finds that the Defendant, Board of County Commissioners, Tulsa County, Oklahoma, claims no right, title, or interest in the subject real property.

The Court further finds that the Defendant, Federal Diversified Services a/k/a Federal Diversified Services, Inc., disclaims any right, title, or interest in the subject real property.

The Court further finds that the Defendant, State of Oklahoma ex rel. Oklahoma Tax Commission, disclaims any right, title, or interest in the subject real property.

The Court further finds that the Defendant, Richard Blythe, claims no right, title, or interest in the subject real property.

The Court further finds that Defendants, The Unknown Heirs, Executors, Administrators, Devisees, Trustees, Successors and Assigns of Rhea K. Blythe a/k/a Rhea Krehbiel Blythe, Deceased, and Marguerite M. Blythe, are in default and have no right, title, or interest in the subject real property.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment in rem in the principal sum of \$31,512.62, plus interest at the rate of 13.5 percent per annum from March 1, 1988 until judgment, plus interest thereafter at the current legal rate of 8.16 percent per annum until paid, plus the costs of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by Plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the death of Rhea K. Blythe a/k/a Rhea Krehbiel Blythe be and the

same is hereby judicially determined to have occurred on October 10, 1987, in the City of Tulsa, County of Tulsa, State of Oklahoma.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the only known heirs of Rhea K. Blythe a/k/a Rhea Krehbiel Blythe, Deceased, are Marguerite M. Blythe and Richard Blythe and that despite the exercise of due diligence by Plaintiff and its counsel no other known heirs of Rhea K. Blythe a/k/a Rhea Krehbiel Blythe, Deceased, have been discovered and it is hereby judicially determined that Marguerite M. Blythe and Richard Blythe are the only known heirs of Rhea K. Blythe a/k/a Rhea Krehbiel Blythe, Deceased, and that Rhea K. Blythe a/k/a Rhea Krehbiel Blythe, Deceased, has no other known heirs, executors, administrators, devisees, trustees, successors and assigns; and the Court approves the Certificate of Publication and Mailing filed by Plaintiff regarding said heirs.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendant, County Treasurer, Tulsa County, Oklahoma, have and recover judgment in the amount of \$288.00, plus penalties and interest, for ad valorem taxes for the year 1988, plus the costs of this action.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendants, The Unknown Heirs, Executors, Administrators, Devisees, Trustees, Successors and Assigns of Rhea K. Blythe a/k/a Rhea Krehbiel Blythe, Deceased; Marguerite M. Blythe; Richard Blythe; Federal Diversified Services a/k/a Federal Diversified Services, Inc.; State of Oklahoma ex rel. Oklahoma

Tax Commission; and Board of County Commissioners, Tulsa County, Oklahoma, have no right, title, or interest in the subject real property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell with appraisement the real property involved herein and apply the proceeds of the sale as follows:

First:

In payment of the costs of this action accrued and accruing incurred by the Plaintiff, including the costs of sale of said real property;

Second:

In payment of the Defendant, County Treasurer, Tulsa County, Oklahoma, in the amount of \$288.00, plus penalties and interest, for ad valorem taxes which are presently due and owing on said real property;

Third:

In payment of the judgment rendered herein in favor of the Plaintiff.

The surplus from said sale, if any, shall be deposited with the Clerk of the Court to await further Order of the Court.


IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that from and after the sale of the above-described real property, under

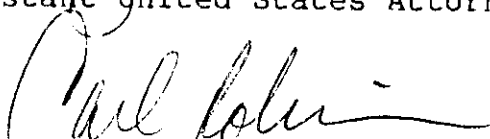
and by virtue of this judgment and decree, all of the Defendants and all persons claiming under them since the filing of the Complaint, be and they are forever barred and foreclosed of any right, title, interest or claim in or to the subject real property or any part thereof.


UNITED STATES DISTRICT JUDGE

APPROVED:

TONY M. GRAHAM
United States Attorney


NANCY NESBITT BLEVINS, OBA #6634
Assistant United States Attorney


CARL ROBINSON, OBA #10164
Assistant District Attorney
Attorney for Defendants,
County Treasurer and
Board of County Commissioners,
Tulsa County, Oklahoma

Judgment of Foreclosure
Civil Action No. 88-C-1516-E

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
vs.)
)
KEVIN A. LEAL,)
)
 Defendant.) CIVIL ACTION NO. 88-C-1132-E

DEFAULT JUDGMENT

This matter comes on for consideration this 25th day
of July, 1989, the Plaintiff appearing by Tony M.
Graham, United States Attorney for the Northern District of
Oklahoma, through Peter Bernhardt, Assistant United States
Attorney, and the Defendant, Kevin A. Leal, appearing not.

The Court being fully advised and having examined the
court file finds that Defendant, Kevin A. Leal, acknowledged
receipt of Summons and Complaint on September 14, 1988. The
time within which the Defendant could have answered or otherwise
moved as to the Complaint has expired and has not been extended.
The Defendant has not answered or otherwise moved, and default
has been entered by the Clerk of this Court. Plaintiff is
entitled to Judgment as a matter of law.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the
Plaintiff have and recover judgment against the Defendant,

Kevin A. Leal, for the principal amount of \$7,496.24, plus accrued interest of \$1,764.68 as of April 30, 1988, plus interest thereafter at the rate of 4 percent per annum until judgment, plus interest thereafter at the current legal rate of 8.16 percent per annum until paid, plus costs of this action.

***s/* JAMES O. ELLISON**

UNITED STATES DISTRICT JUDGE

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FILED
MAY 14 1969 *alt*

88-C-1573-E

John C. Oliver, Clerk
U.S. DISTRICT COURT

Dated this ~~22~~^{7th} day of July, 1989.

12

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,
Plaintiff,

vs.

JOSEPH A. WOLFE; NANCY B. WOLFE;
THE FOURTH NATIONAL BANK OF
TULSA; COUNTY TREASURER,
Tulsa County, Oklahoma; and
BOARD OF COUNTY COMMISSIONERS,
Tulsa County, Oklahoma,
Defendants.

CIVIL ACTION NO. 89-C-370-E

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 25th day
of July, 1989. The Plaintiff appears by Tony M.
Graham, United States Attorney for the Northern District of
Oklahoma, through Phil Pinnell, Assistant United States Attorney;
the Defendants, County Treasurer, Tulsa County, Oklahoma, and
Board of County Commissioners, Tulsa County, Oklahoma, appear by
Carl Robinson, Assistant District Attorney, Tulsa County,
Oklahoma; the Defendant, The Fourth National Bank of Tulsa,
appears not, having previously filed its Disclaimer of Interest;
and the Defendants, Joseph A. Wolfe and Nancy B. Wolfe, appear
not, but make default.

The Court being fully advised and having examined the
file herein finds that the Defendant, Joseph A. Wolfe,
acknowledged receipt of Summons and Complaint on May 4, 1989;
that the Defendant, Nancy B. Wolfe, acknowledged receipt of
Summons and Complaint on May 6, 1989; that the Defendant, The

Fourth National Bank of Tulsa, acknowledged receipt of Summons and Complaint on May 19, 1989; that Defendant, County Treasurer, Tulsa County, Oklahoma, acknowledged receipt of Summons and Complaint on May 5, 1989; and that Defendant, Board of County Commissioners, Tulsa County, Oklahoma, acknowledged receipt of Summons and Complaint on May 5, 1989.

It appears that Defendants, County Treasurer, Tulsa County, Oklahoma, and Board of County Commissioners, Tulsa County, Oklahoma, filed their Answers on May 24, 1989; and that the Defendant, The Fourth National Bank of Tulsa, filed its Disclaimer of Interest on May 19, 1989; that the Defendants, Joseph A. Wolfe and Nancy B. Wolfe, have failed to answer and their default has therefore been entered by the Clerk of this Court.

The Court further finds that this is a suit based upon a certain mortgage note and for foreclosure of a mortgage securing said mortgage note upon the following described real property located in Tulsa County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lot Seven (7), Block Three (3), THE MEADOWS AT INDIAN SPRINGS, an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma according to the recorded Plat thereof.

The Court further finds that on December 23, 1982, the Defendants, Joseph A. Wolfe and Nancy B. Wolfe, executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, now known as Secretary of Veterans Affairs, their mortgage note in the amount of \$50,150.00, payable in monthly installments, with interest thereon at the rate of twelve percent (12%) per annum.

The Court further finds that as security for the payment of the above-described note, the Defendants, Joseph A. Wolfe and Nancy B. Wolfe, executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, now known as Secretary of Veterans Affairs, a mortgage dated December 23, 1982, covering the above-described property. Said mortgage was recorded on December 30, 1982, in Book 4659, Page 1766, in the records of Tulsa County, Oklahoma.

The Court further finds that the Defendants, Joseph A. Wolfe and Nancy B. Wolfe, made default under the terms of the aforesaid note and mortgage by reason of their failure to make the monthly installments due thereon, which default has continued, and that by reason thereof the Defendants, Joseph A. Wolfe and Nancy B. Wolfe, are indebted to the Plaintiff in the principal sum of \$49,152.75, plus interest at the rate of 12 percent per annum from July 1, 1987 until judgment, plus interest thereafter at the legal rate until fully paid, and the costs of this action accrued and accruing.

The Court further finds that the Defendant, County Treasurer, Tulsa County, Oklahoma, has a lien on the property which is the subject matter of this action by virtue of ad valorem taxes in the amount of \$707.00, plus penalties and interest, for the year 1988. Said lien is superior to the interest of the Plaintiff, United States of America.

The Court further finds that the Defendant, The Fourth National Bank of Tulsa, disclaims any right, title, or interest in the subject real property.

The Court further finds that the Defendant, Board of County Commissioners, Tulsa County, Oklahoma, claims no right, title, or interest in the subject real property.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendants, Joseph A. Wolfe and Nancy B. Wolfe, in the principal sum of \$49,152.75, plus interest at the rate of 12 percent per annum from July 1, 1987 until judgment, plus interest thereafter at the current legal rate of 8 1/2 percent per annum until paid, plus the costs of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by Plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendant, County Treasurer, Tulsa County, Oklahoma, have and recover judgment in the amount of \$707.00, plus penalties and interest, for ad valorem taxes for the year 1988, plus the costs of this action.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendants, Board of County Commissioners, Tulsa County, Oklahoma, and The Fourth National Bank of Tulsa, have no right, title, or interest in the subject real property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of said Defendants, Joseph A. Wolfe and Nancy B. Wolfe, to satisfy the money judgment of the Plaintiff herein, an Order of Sale shall be issued to the United States Marshal for

the Northern District of Oklahoma, commanding him to advertise and sell with appraisement the real property involved herein and apply the proceeds of the sale as follows:

First:

In payment of the costs of this action accrued and accruing incurred by the Plaintiff, including the costs of sale of said real property;

Second:

In payment of the Defendant, County Treasurer, Tulsa County, Oklahoma, in the amount of \$707.00, plus penalties and interest, for ad valorem taxes which are presently due and owing on said real property;

Third:

In payment of the judgment rendered herein in favor of the Plaintiff.

The surplus from said sale, if any, shall be deposited with the Clerk of the Court to await further Order of the Court.

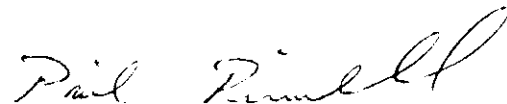
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that from and after the sale of the above-described real property, under and by virtue of this judgment and decree, all of the Defendants and all persons claiming under them since the filing of the Complaint, be and they are forever barred and foreclosed of any right, title, interest or claim in or to the subject real property or any part thereof.




UNITED STATES DISTRICT JUDGE

APPROVED:

TONY M. GRAHAM
United States Attorney



PHIL PINNELL, OBA #7169
Assistant United States Attorney



CARL ROBINSON, OBA #10164
Assistant District Attorney
Attorney for Defendants,
County Treasurer and
Board of County Commissioners,
Tulsa County, Oklahoma

Judgment of Foreclosure
Civil Action No. 89-C-370-E

FILED

1989

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

Clerk
COURT

Chester Osborn §
and GLadys Louise Osborn §
vs. §
Fibreboard Corporation , et al §

Cause No. 88-C-105-E

AGREED ORDER OF DISMISSAL

Upon stipulation of the plaintiffs and Eagle-Picher Industries, Inc., by and through their respective attorneys, that this cause has been amicably settled between them.

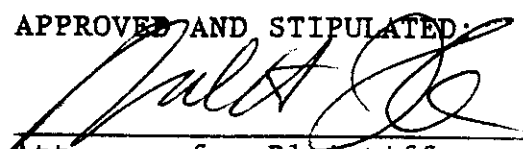
IT IS, BY THE COURT, ORDERED that the claims of the plaintiffs be, and hereby are, dismissed with prejudice as to Eagle-Picher Industries, Inc., only.

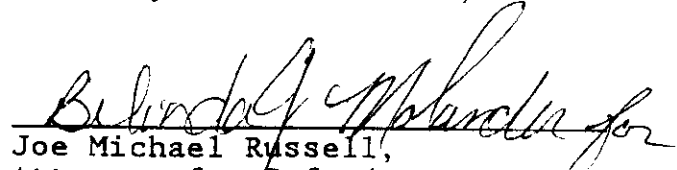
SIGNED this _____ day of _____, 1989.

JAMES O. BLIST

UNITED STATES DISTRICT JUDGE

APPROVED AND STIPULATED:


Attorney for Plaintiffs,


Joe Michael Russell,
Attorney for Defendant,
Eagle-Picher Industries, Inc.

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

ANTHONY JEROME HARRIS,
Petitioner,
v.
STATE OF OKLAHOMA
Respondent.

89-C-472-E

ORDER

The Court has for consideration the Report and Recommendation of the United States Magistrate filed June 22, 1989 in which the Magistrate recommended that the Petitioner's Motion to Proceed in Forma Pauperis be dismissed without prejudice to its refiling, upon a showing that Petitioner has exhausted his state-based remedies.

No exceptions or objections have been filed and the time for filing such exceptions or objections has expired.

After careful consideration of the record and the issues, the Court has concluded that the Report and Recommendation of the United States Magistrate should be and hereby is affirmed.

It is, therefore, Ordered that the Petitioner's Motion to Proceed in Forma Pauperis is dismissed without prejudice to its refiling, upon a showing that Petitioner has exhausted his state based remedies.

Dated this 25th day of July, 1989.

James O. Ellison
JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

JUL 10 1989

Janice M. Chamberlain,
Individually and as Personal
Representative of the Heirs
and Estate of Howard E.
Chamberlain

§
§
§
§
§
§
§
§
§

Jack E. Green, Clerk
U.S. DISTRICT COURT

vs.

Cause No. 88-C-133-E

Fibreboard Corporation, et al

AGREED ORDER OF DISMISSAL

Upon stipulation of the plaintiffs and Eagle-Picher Industries, Inc., by and through their respective attorneys, that this cause has been amicably settled between them.

IT IS, BY THE COURT, ORDERED that the claims of the plaintiffs be, and hereby are, dismissed with prejudice as to Eagle-Picher Industries, Inc., only.

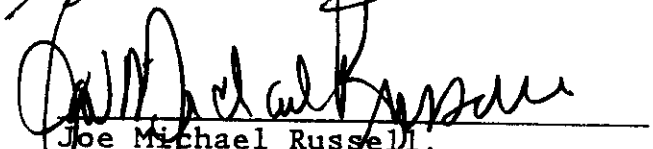
SIGNED this _____ day of _____, 1989.

J. JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

APPROVED AND STIPULATED:


Attorney for Plaintiffs,


Joe Michael Russell,
Attorney for Defendant,
Eagle-Picher Industries, Inc.

AGREED ORDER OF DISMISSAL
(ORDER2.FED)

FILED
JUN 27 1989

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

REPUBLIC TRUST & SAVINGS COMPANY,)	
)	
Debtor,)	
)	
R. DOBIE LANGENKAMP,)	M-1502-E
)	AND
Plaintiff,)	Bankruptcy Case Nos.:
)	Case No. 84-01460-W
v.)	Chapter 11, and
)	Adversary No. 86-0849
JACK STERLING BURDEN, et al,)	
)	
Defendants.)	

ORDER

The Court has for consideration the Report and Recommendation of the United States Magistrate filed June 27, 1989 in which the Magistrate recommended that the Motion to Confirm Sale, the Notice and all proceedings be approved and confirmed; that the Court Clerk enter on the journal that the Court is satisfied with the legality of the sale; and that the Sheriff be ordered to execute good and sufficient deed to the Property to R. Dobie Langenkamp, Successor Trustee of Republic Financial Corporation, his heirs, successors or assigns.


It is also the recommendation of the United States Magistrate that the Plaintiff be immediately let into possession of the Property, and that, upon application, a Writ of Assistance issue, and that the Defendants, and every person who has come into possession of the Property since the Notice of the Pendency of this action was filed be ordered to immediately deliver possession thereof to the Plaintiff, his heirs, successors or assigns.

No exceptions or objections have been filed and the time for filing such exceptions or objections has expired.

After careful consideration of the record and the issues, the Court has concluded that the Report and Recommendation of the United States Magistrate should be and hereby is adopted and affirmed.

It is, therefore, Ordered that the recommendations of the United Magistrate are hereby adopted as set forth above.

Dated this 25th day of July, 1989.


JAMES O. ELLISON,
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

1989
DISTRICT COURT

Homer L. Cunningham and
Thelma Cunningham

vs.

Fibreboard Corporation, et al

§
§
§
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§
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Cause No. 89-C-081-E

AGREED ORDER OF DISMISSAL

Upon stipulation of the plaintiffs and Eagle-Picher Industries, Inc., by and through their respective attorneys, that this cause has been amicably settled between them.

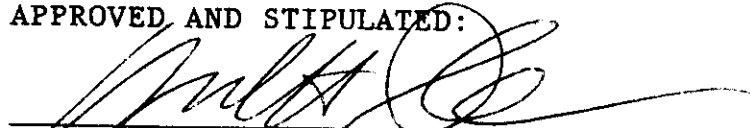
IT IS, BY THE COURT, ORDERED that the claims of the plaintiffs be, and hereby are, dismissed with prejudice as to Eagle-Picher Industries, Inc., only.

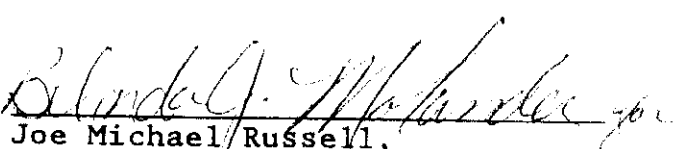
SIGNED this 25th day of July, 1989.

ST. JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

APPROVED AND STIPULATED:


Attorney for Plaintiffs,


Joe Michael Russell,
Attorney for Defendant,
Eagle-Picher Industries, Inc.

NOTE: THIS ORDER IS TO BE MAILED
BY MOVANT TO ALL COUNSEL AND
PRO SE LITIGANTS IMMEDIATELY
UPON RECEIPT.

AGREED ORDER OF DISMISSAL
(ORDER2.FED)

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

JUL 28 1988

UNITED STATES OF AMERICA,

Plaintiff,

vs.

ONE PARCEL OF REAL PROPERTY,
WITH BUILDINGS, APPURTENANCES,
AND IMPROVEMENTS, KNOWN AS
12305 NORTH CINCINNATI AVENUE,
TULSA COUNTY, OKLAHOMA,

and

ONE PARCEL OF REAL PROPERTY,
WITH BUILDINGS, APPURTENANCES,
AND IMPROVEMENTS, KNOWN AS
5036 SOUTH 29TH WEST AVENUE,
CARBONDALE, TULSA COUNTY,
OKLAHOMA,

and

ONE 1978 GMC 4x4 PICKUP,
VIN NO. TKR148F709781,

and

ONE 1978 FORD F-150 VAN,
VIN NO. S14HHCD3066,

and

ONE 1979 MERCURY GRAND
MARQUIS, VIN NO. 9Z65H666300,

and

ONE 1978 CHEVROLET CAPRICE
CLASSIC, VIN NO.
1N47L8S182805,

Defendants.

JACK C. SILVER, CLERK
CIVIL ACTION NO. 89-C-529-B
DISTRICT COURT

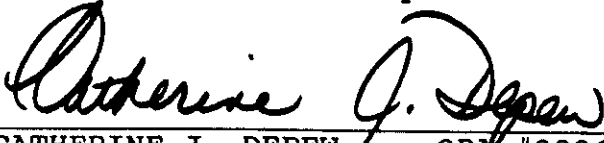
NOTICE OF PARTIAL DISMISSAL

Plaintiff, the United States of America, by Tony M. Graham, United States Attorney for the Northern District of Oklahoma, through Catherine J. Depew, Assistant United States Attorney, hereby gives notice that, pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure, the following-described

defendant real property is dismissed from this action without prejudice.

Lot Seventeen (17), Block Thirteen (13),
Carbondale, Tulsa County, State of Oklahoma,
also known as 5036 South 29th West Avenue,
Tulsa, Oklahoma.

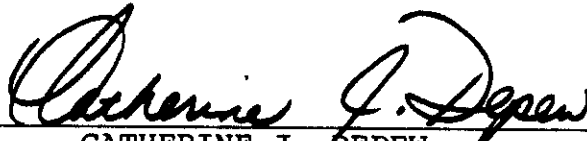
TONY M. GRAHAM
United States Attorney


CATHERINE J. DEPEW, OBA #3836
Assistant United States Attorney
3600 U. S. Courthouse
333 West 4th Street
Tulsa, Oklahoma 74103

CERTIFICATE OF MAILING

This is to certify that on this 24th day of July, 1989, a true and correct copy of the within and foregoing Notice of Dismissal as to one parcel of defendant real property, known as 5036 South 29th West Avenue, Tulsa, Oklahoma, with postage fully prepaid thereon, was mailed to:

JOHNNY EUGENE GLOVER
5036 South 29th West Avenue
Tulsa, Tulsa County, Oklahoma 74107


CATHERINE J. DEPEW

CJD/ch

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED
1980

LINVEL DANE ADKINS,

Plaintiff,

vs.

JAMES E. FRASIER, et al.,

Defendants.

Case No. 88-C-527-E

U.S. District Court
District of Oklahoma

ORDER OF DISMISSAL

Upon the stipulation of counsel, the Court finds that this matter should be dismissed with prejudice.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED that the Plaintiff's cause of action against the Defendants, having been fully settled, is hereby ordered dismissed with prejudice to any further filing or action thereon.

S/ JAMES O. ELSON

JUDGE OF THE DISTRICT COURT

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHER DISTRICT OF OKLAHOMA

1989

JAMES L. HUGHART,

Plaintiff,

v.

ONEOK INC.,

Defendant.

Jack C. Silver, Clerk
U.S. DISTRICT COURT

No. 89-C-365-E

JUDGMENT

On May 15, 1989, Defendant filed its motion to dismiss this action with this Court for the reason that there was no diversity of citizenship between the Plaintiff and Defendant and for sanctions under Rule 11 of the Federal Rules of Civil Procedure. More than ten (10) days have elapsed since the filing of the joint motion, and Plaintiff has neither sought an extension of time nor responded to the motions.

Therefore, pursuant to local Rule 15(a), as amended effective May 1, 1988, the Court finds the Plaintiff has waived any objection and has confessed the matters raised in such motion and the Court finds that the case should be dismissed. The Court further finds that Defendant's application for sanctions should be separately considered and the same is taken under advisement.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

THE PAWNEE TRIBE OF OKLAHOMA, }
PAWNEE BUSINESS COUNCIL, }
Plaintiff, }
v. }
UNITED STATES OF AMERICA, }
Defendant. }

and

WILSON AND VIRGINIA MOORE, }
Plaintiffs, }
v. }
UNITED STATES OF AMERICA, }
Defendant. }

CIVIL ACTION NOS. 88-C-664-C
88-C-665-C
CONSOLIDATED

FILED

JUL 25 1989

Jack C. Silver, Clerk
U.S. DISTRICT COURT

DISMISSAL WITH PREJUDICE

Pursuant to the stipulation for settlement heretofore reached and agreed to between the parties, and upon motion of Plaintiffs Pawnee Tribe of Oklahoma, Pawnee Business Council, and Wilson and Virginia Moore, it is hereby ORDERED by the Court that the complaints filed in the above referenced consolidated actions are dismissed with prejudice to the refiling thereof.

Dated:

July 25, 1989

W. J. LeDach
United States District Judge

8/5

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

THE PAWNEE TRIBE OF OKLAHOMA, }
PAWNEE BUSINESS COUNCIL, }
Plaintiff, }
v. }
UNITED STATES OF AMERICA, }
Defendant. }

and

WILSON AND VIRGINIA MOORE, }
Plaintiffs, }
v. }
UNITED STATES OF AMERICA, }
Defendant. }

CIVIL ACTION NOS. 88-C-664-C
88-C-665-C
CONSOLIDATED

FILED

JUL 25 1989

Jack C. Silver, Clerk
U.S. DISTRICT COURT

DISMISSAL WITH PREJUDICE

Pursuant to the stipulation for settlement heretofore reached and agreed to between the parties, and upon motion of Plaintiffs Pawnee Tribe of Oklahoma, Pawnee Business Council, and Wilson and Virginia Moore, it is hereby ORDERED by the Court that the complaints filed in the above referenced consolidated actions are dismissed with prejudice to the refiling thereof.

Dated:

July 25, 1989

Richard L. Hook
United States District Judge

8/5

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

JUL 25 1989

FOOD PAK, INC.,

Plaintiff,

v.

THE PILLSBURY COMPANY,

Defendant.

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Jack C. Silver, Clerk
U.S. DISTRICT COURT

Civil Action No. 89-C-301-C

FINAL JUDGMENT

Pursuant to the following findings of facts and conclusions of law finally disposing of this action, it is hereby ORDERED, ADJUDGED and DECREED that:

Parties

1. Plaintiff, Food Pak Inc. (hereinafter "Food Pak" or "Plaintiff") is an Oklahoma corporation having a principal place of business at 6349 South Memorial Drive, Tulsa, Oklahoma 74133.

2. Defendant, The Pillsbury Company (hereinafter "Pillsbury" or "Defendant"), is a Delaware corporation having a principal place of business at The Pillsbury Center, 200 South Sixth Street, Minneapolis, Minnesota 55402.

Nature of the Action;
Jurisdiction of the Court

3. This is an action by Food Pak for a declaratory judgment (i) that its packaging does not infringe any trademark or trade dress rights of Pillsbury; and (ii) that its packaging does not falsely describe or represent that its products are those of Pillsbury. By Pillsbury's counterclaim, this is an action for false designation of origin, and/or false description or representation under the Trademark Act of 1946 (the Lanham Act), as

amended, 15 U.S.C. §1051, et seq., particularly 15 U.S.C. §1125(a). It is also an action for copyright infringement under the Copyright Act of 1976 (the Copyright Act), as amended, 17 U.S.C. §101, et seq., particularly §501. It is further an action for unfair competition under the common law of the State of Oklahoma and for violation of the Oklahoma Deceptive Trade Practices Act, 78 Okla. Stats. §§51-55.

4. This Court has jurisdiction of this cause of action under the trademark laws of the United States, 15 U.S.C. §1121, and under the Judicial Code of the United States, 28 U.S.C. §§1332, 1338(a), 1338(b), and 2201. There is diversity of citizenship between the parties and the amount in controversy, exclusive of interest and costs, exceeds \$50,000.

**Facts Applicable To Trade
Dress Infringement Counts**

**Pillsbury, Its Business and
Its Distinctive Trade Dress**

5. Pillsbury began business over 115 years ago as a merchant flour miller. In the ensuing years of change and growth, Pillsbury has become an international marketing company in the food industry. The range of products and services offered by Pillsbury has grown and diversified such that Pillsbury now offers a wide range of food products and restaurant services.

6. For many years, Pillsbury has strived to become a leader in products and mixes for preparation in a microwave oven. Consistent with this goal, Pillsbury has packaged its microwave

products in distinctive packaging having a distinctive layout of features and/or a distinctive dark blue coloring.

7. Since at least as early as 1986, Pillsbury has offered cake mixes suitable for preparation in a microwave oven in a distinctive package including a combination and collocation of elements yielding an inherently distinctive overall appearance (hereinafter referred to as the "Trade Dress"). Boxes showing the Trade Dress of Pillsbury are attached hereto as **EXHIBITS 1A and 2A**.

8. Pillsbury expended significant creative effort and money in the development of its Trade Dress. A package design firm was hired to create a distinctive package--a package which is clearly differentiable from other conventionally prepared dessert baking mixes. Over Sixty Thousand Dollars (\$60,000) were spent toward the creation of the package design which embodies the Trade Dress.

9. Since at least as early as 1986, Pillsbury has devoted its efforts to the sale of quality products under the Trade Dress. During that time, Pillsbury has expended over Forty-nine Million Dollars (\$49,000,000) advertising and promoting microwave mixes offered under the Trade Dress. Pillsbury has further enjoyed in Oklahoma and throughout the nation over Ninety-two Million Dollars (\$92,000,000) in sales of product in the Trade Dress.

10. As a result of such efforts, Pillsbury has achieved and acquired significant and valuable goodwill in the Trade Dress. Further, the Trade Dress has come to be recognized and identified

by consumers as identifying Pillsbury as the manufacturer of such microwave products. Pillsbury's reputation under the Trade Dress has grown continuously, and the Trade Dress is associated exclusively with Pillsbury in the mind of consumers. The Trade Dress, and the goodwill associated therewith, are valuable property rights of Pillsbury.

11. Pillsbury's Trade Dress is recognized by the consuming public as identifying Pillsbury's products exclusively, and as distinguishing Pillsbury's product from those of others. This Trade Dress has come to represent and symbolize the extensive and valuable goodwill belonging to Pillsbury.

Food Pak and Its Activities.

12. Food Pak is engaged in commerce in the sale of dessert mixes suitable for preparation in a microwave oven.

13. In October of 1988, Food Pak commenced sale of a pie filling product suitable for preparation in a microwave oven. The pie filling is packaged in a bag having a trade dress substantially identical to the Trade Dress of Pillsbury. Food Pak has also offered whipped topping mix and meringue topping mix in a substantially similar trade dress. Examples of Food Pak's trade dress are attached as EXHIBITS 1B and 2B

14. Like the Trade Dress of Pillsbury, the Food Pak trade dress (hereinafter the "FP Trade Dress No. 1") features a dark blue color which is identical or almost identical to the blue used on the Trade Dress of Pillsbury.

15. While prior knowledge is not necessary to establish infringement of trade dress, Food Pak was aware of Pillsbury's business and Pillsbury's use of the Trade Dress prior to selection and adoption of an essentially identical trade dress for its own products.

16. Food Pak's unauthorized use of the Trade Dress of Pillsbury constitutes a misappropriation of Pillsbury's valuable property rights in its Trade Dress in a manner that unjustly enriches Food Pak.

17. Food Pak's use of a the FP Trade Dress No. 1 falsely indicates to the public that Food Pak and/or its products are in some manner connected with, sponsored by, affiliated with or related to Pillsbury and its products.

18. The unauthorized use by Food Pak of the FP Trade Dress No. 1 places the valuable reputation and goodwill of Pillsbury in the hands of Food Pak, over whom Pillsbury has no control.

19. The use of the FP Trade Dress No. 1 by Food Pak is likely to cause confusion, to cause mistake or to deceive customers or potential customers wishing to purchase products sponsored by, associated or affiliated with Pillsbury.

20. After Pillsbury complained to Food Pak of the use of the FP Trade Dress No. 1, Food Pak modified its trade dress for one of its products slightly to show the word "microwave" horizontally in a different typeface and to incorporate other changes as shown in EXHIBIT 3 (hereinafter the "FP Trade Dress No. 2"). Food Pak

retained, however, the identical blue background which it had used in the FP Trade Dress No. 1.

21. Food Pak's use of a the FP Trade Dress No. 2 falsely indicates to the public that Food Pak and/or its products are in some manner connected with, sponsored by, affiliated with or related to Pillsbury and its products.

22. The unauthorized use by Food Pak of the FP Trade Dress No. 2 places the valuable reputation and goodwill of Pillsbury in the hands of Food Pak, over whom Pillsbury has no control.

23. The use of the FP Trade Dress No. 2 by Food Pak is likely to cause confusion, to cause mistake or to deceive customers or potential customers wishing to purchase products sponsored by, associated or affiliated with Pillsbury.

24. The FP Trade Dress No. 2 likely to cause confusion and to retain the goodwill which Food Pak had improperly acquired through the use of the FP Trade Dress No. 1.

Facts Relating to Copyright Claim

25. The works of authorship fixed in the packages shown in EXHIBITS 1A and 2A are Pillsbury's original works of authorship and are copyrightable subject matter under the Copyright Act.

26. All copies of the works of authorship publicly distributed by Pillsbury have borne a copyright notice substantially in the form: © The Pillsbury Company, Minneapolis, Minnesota, 55402, 1986. Pillsbury is the owner of the exclusive right, title and

interest, both legal and equitable, in and to the copyright for each work of authorship fixed in each such package.

27. The copyrights in the works shown in **EXHIBITS 1A and 2A** have been registered as Registration Nos. VA 342-782 and VA 342-781 respectively. These registrations and the rights signified thereby are valid and subsisting.

28. Prior to its commencement of distribution of its dessert products, without Pillsbury's permission, license or consent, Food Pak knowingly copied Pillsbury's copyrighted works of authorship in the preparation of Food Pak's packaging for its dessert mixes as shown in **EXHIBITS 1B and 2B**.

29. Food Pak has, in the course of marketing and selling its products, publicly distributed many packages identical to those attached as **EXHIBITS 1B and 2B**.

30. By reason of Food Pak's activities, Pillsbury has and continues to suffer substantial damage to its business in the form of diversion of trade, loss of profits, injury to goodwill and reputation, and dilution of its valuable copyrights.

31. Pillsbury has repeatedly advised Food Pak of Pillsbury's rights in the Trade Dress and has demanded that Food Pak cease and desist its activities.

32. The acts of Food Pak complained of above are jeopardizing the goodwill of Pillsbury in its valuable Trade Dress, and are causing irreparable injury to Pillsbury and to the public. Unless such acts are restrained by this Court, they will be continued,

and they will continue to cause such irreparable injury, for which there is no adequate remedy at law.

Violation of Applicable Law

33. Utilization by Food Pak of the FP Trade Dress No. 1 constitutes a false designation of origin and/or a false description or representation of its products, and is unlawful under 15 U.S.C. §1125(a).

34. Utilization by Food Pak of the FP Trade Dress No. 2 constitutes a false designation of origin and/or a false description or representation of its products, and is unlawful under 15 U.S.C. §1125(a).

35. Utilization by Food Pak of the FP Trade Dress No. 1 constitutes unfair competition under the common law of the State of Oklahoma.

36. Utilization by Food Pak of the FP Trade Dress No. 2 constitutes unfair competition under the common law of the State of Oklahoma.

37. Utilization by Food Pak of the FP Trade Dress No. 1 constitutes a deceptive trade practice and is unlawful under the Oklahoma Deceptive Trade Practices Act, 78 Okla. Stats. §§51-54.

38. Utilization by Food Pak of the FP Trade Dress No. 2 constitutes a deceptive trade practice and is unlawful under the Oklahoma Deceptive Trade Practices Act, 78 Okla. Stats. §§51-54.

39. The acts of Food Pak relating to the FP Trade Dress No. 1 also constitute infringement of Pillsbury's copyrights under 17 U.S.C. §501.

Relief

1. Food Pak, its officers, agents, servants, employees and attorneys, and all persons acting in concert with it, or any of them are permanently enjoined and restrained from:

(a) except for use of FP Trade Dress Nos. 1 and 2 until September 1, 1989 as provided in subparagraphs 1(c) and 1(d) below, using, in connection with the promotion, advertising and sale of food products, the trade dress characterized by the package design shown in EXHIBITS 1A and 2A or any trade dress confusingly similar to the Trade Dress of EXHIBITS 1A and 2A;

(b) except for use of FP Trade Dress Nos. 1 and 2 until September 1, 1989 as provided in subparagraphs 1(c) and 1(d) below, copying or otherwise infringing Pillsbury's copyrights in its works of authorship;

(c) effective September 1, 1989, using, in connection with the promotion, advertising and sale of food products the trade dress shown in EXHIBITS 1B and 2B or any trade dress confusingly similar thereto;

(d) effective September 1, 1989, using, in connection with the promotion, advertising and sale of food products the

trade dress shown in EXHIBIT 3 or any trade dress confusingly similar thereto;

(e) except for use of FP Trade Dress Nos. 1 and 2 until September 1, 1989 as provided in subparagraphs 1(c) and 1(d) above, using in connection with the promotion, advertising and sale of dessert products or food mix products any trade dress having any color of blue for a background color; and

(f) using in connection with the promotion, advertising and sale of food products any trade dress having its product name or other wording prominently displayed at an angle off of horizontal in the upper half of the package.

2. Food Pak is directed to keep accurate records of all products sold and shipped between June 1, 1989 and August 31, 1989 in FP Trade Dress No. 1 and FP Trade Dress No. 2, and to provide such records to Pillsbury on September 1, 1989. If the total dollar sum of product sold and shipped in FP Trade Dress Nos. 1 and 2 collectively exceeds \$147,000 during this time period, Food Pak shall pay Pillsbury \$5,000 in damages caused by such sales. In no event shall the total product sold and shipped in FP Trade Dress Nos. 1 and 2 collectively exceed \$180,000 for this period. No shipment or sale of product in either FP Trade Dress No. 1 or FP Trade Dress No. 2 shall occur after August 31, 1989.

3. Food Pak is directed to file with this Court by October 1, 1989, a written statement under oath setting forth in

detail the manner in which Food Pak has complied with paragraphs 1, 2 and 4 of this judgment.

4. On September 1, 1989, Food Pak is required to deliver up to Pillsbury to be impounded (i) all packages and other materials in its possession or control bearing the FP Trade Dress No. 1 or the FP Trade Dress No. 2; and (ii) all plates, molds, matrices, masters, tapes, film negatives, or other articles by means of which such infringing works (the FP Trade Dress Nos. 1 and 2) may be reproduced.

5. Food Pak's complaint is dismissed with prejudice against Food Pak.

6. Each party is to bear its own attorney fees and costs.

SIGNED and ENTERED on this the 25th day of July,
1989.


United States District Judge

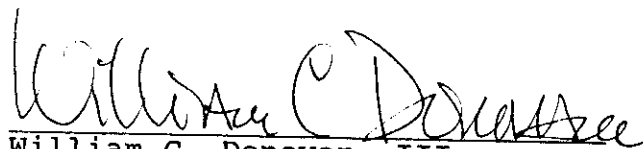
AGREED:



Joseph W. Morris
Elsie Draper
Dennis C. Cameron
GABLE & GOTWALS
2000 Fourth National Bank
Building
Tulsa, Oklahoma 74119
(918) 582-9201

Louis T. Pirkey
William D. Raman
Jeff A. McDaniel
ARNOLD, WHITE & DURKEE
2300 One American Center
600 Congress Avenue
Austin, Texas 78701
(512) 320-7200

ATTORNEYS FOR DEFENDANT



William C. Donovan, III
HEAD AND JOHNSON
228 West 17th Place
Tulsa, Oklahoma 74119
(918) 584-4187

ATTORNEYS FOR PLAINTIFF

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED
JUL 25 1989

RUSSELL PARTNERSHIP, an)
Oklahoma Partnership,)
)
Plaintiff,)
)
vs.)
)
CHUCK NICOLETTE, an individual,)
and CIRCLE PETROLEUM)
CORPORATION, a corporation,)
)
Defendants.)

JAMES O. ELLISON
DISTRICT COURT

Case No. 88-C-1566-E

ORDER OF DISMISSAL WITH PREJUDICE

NOW pursuant to the Stipulation for Dismissal with Prejudice filed by the parties herein, the Court being fully advised in the premises and being further advised that the parties have reached a settlement of this action resolving all issues presented, the above captioned cause is hereby dismissed with prejudice with each party to bear its own costs and attorneys fees.

Dated this 25th day of July, 1989.

JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

BELPORT OIL, INC.,

Plaintiff,

vs.

SUSIE GRAY JONES, Trustee of
the Raymond H. Jones Family
Trust UTA Dated 1/1/88,

Defendant.

Case No. 89-C-191 C

FILED

JUL 25 1989

Jack C. Silver, Clerk
U.S. DISTRICT COURT

ORDER OF DISMISSAL WITH PREJUDICE

Pursuant to Rule 41(a)(2) of the Federal Rules of Civil Procedure, and upon stipulation of the parties to this action, the Court hereby orders that this action shall be and hereby is dismissed with prejudice, with each party to bear its or her own costs and attorneys' fees.

Dated this 25 day of July, 1989.

(Signed) H. Dale Cook

JUDGE OF THE DISTRICT COURT

APPROVED AS TO FORM:



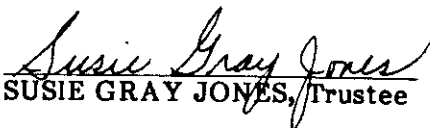
Richard B. Noulles
ATTORNEY FOR PLAINTIFF



George Davenport, President
BELPORT OIL, INC.



Ray F. Hamilton
ATTORNEY FOR DEFENDANT



SUSIE GRAY JONES, Trustee

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

Rudell R. Bryce and
Jewel E. Bryce

vs.

Fibreboard Corporation, et al

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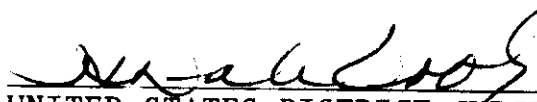
Cause No. 89-C-132-C ✓

AGREED ORDER OF DISMISSAL

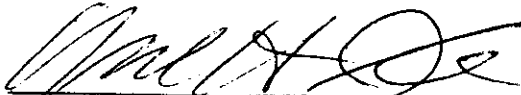
Upon stipulation of the plaintiffs and Eagle-Picher Industries, Inc., by and through their respective attorneys, that this cause has been amicably settled between them.

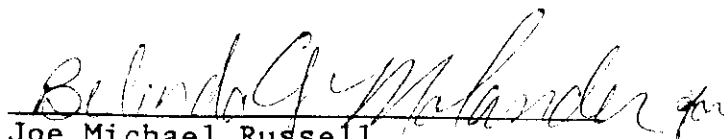
IT IS, BY THE COURT, ORDERED that the claims of the plaintiffs be, and hereby are, dismissed with prejudice as to Eagle-Picher Industries, Inc., only.

SIGNED this 24 day of July, 1989.


UNITED STATES DISTRICT JUDGE

APPROVED AND STIPULATED:


Attorney for Plaintiffs,


Joe Michael Russell,
Attorney for Defendant,
Eagle-Picher Industries, Inc.

F I L E

JUL 24 1989

Jack C. Silver
U.S. DISTRICT COURT

AGREED ORDER OF DISMISSAL
(ORDER2.FED)

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

Entered
FILED

JUL 24 1989

William Frank Pugh
and Muriel Lea Pugh

vs.

Fibreboard Corporation , et al

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Jack C. Silver, Clerk
U.S. DISTRICT COURT
Cause No. ~~CA~~-88-C-387-C

AGREED ORDER OF DISMISSAL

Upon stipulation of the plaintiffs and Eagle-Picher Industries, Inc., by and through their respective attorneys, that this cause has been amicably settled between them.


IT IS, BY THE COURT, ORDERED that the claims of the plaintiffs be, and hereby are, dismissed with prejudice as to Eagle-Picher Industries, Inc., only.

SIGNED this 24 day of July, 1989.


UNITED STATES DISTRICT JUDGE

APPROVED AND STIPULATED:


Attorney for Plaintiffs,


Joe Michael Russell,
Attorney for Defendant,
Eagle-Picher Industries, Inc.

AGREED ORDER OF DISMISSAL
(ORDER2.FED)

19

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

JUL 24 1989

Jack C. Silver, Clerk
U.S. DISTRICT COURT

Charles Ralph Lancaster and
Nora M. Lancaster

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§
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vs.

Cause No. 88-C-919-E

Fibreboard Corporation , et al §

AGREED ORDER OF DISMISSAL

Upon stipulation of the plaintiffs and Eagle-Picher Industries, Inc., by and through their respective attorneys, that this cause has been amicably settled between them.

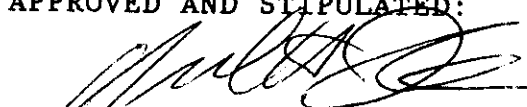
IT IS, BY THE COURT, ORDERED that the claims of the plaintiffs be, and hereby are, dismissed with prejudice as to Eagle-Picher Industries, Inc., only.

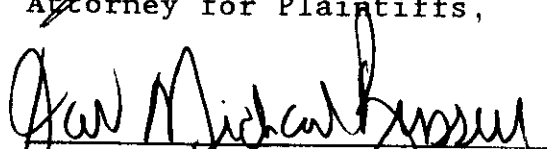
SIGNED this 24 day of July, 1989.

S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

APPROVED AND STIPULATED:


Attorney for Plaintiffs,


Joe Michael Russell,
Attorney for Defendant,
Eagle-Picher Industries, Inc.

AGREED ORDER OF DISMISSAL
(ORDER2.FED)

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

F I L E D

JUL 24 1989

United States of America

Plaintiff,

vs.

One 1981 Chevrolet Pickup
Truck, True VIN Unknown,
False VIN 1GCDG14H58S154631,

Defendant.

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Jack C. Silver, Clerk
'S. DISTRICT COURT

CIVIL NO. 89-C-322-C

ORDER GRANTING CHANGE OF VENUE

This matter comes on for hearing on this 24 day of July, 1989 on the application of the Respondent, Tommie Hawkins for change of venue.

Having examined the files and pleadings herein and otherwise being fully advised:

THE COURT FINDS that the Plaintiff has no objection to the motion.

THE COURT FURTHER FINDS that the change of venue should be granted.

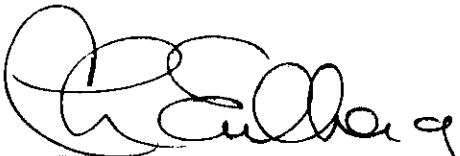
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that this cause be, and the same is hereby transferred from the Northern District of Oklahoma to the Western District of Oklahoma.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Clerk of this Court transmit to the clerk of the Western District of Oklahoma, a certified copy of this order and all the pleadings and papers on file in his office relating to said cause.

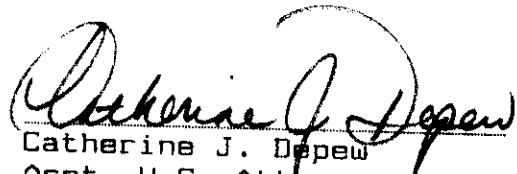
(Signed) H. Dale Cook

Judge

APPROVED:



Chris Eulberg, OBA #2768
EULBERG & BRINK
Attorneys for Respondent
925 N.W. 6th
Oklahoma City, OK 73106
(405) 232-3450



Catherine J. Depew
Asst. U.S. Attorney
3600 U.S. Courthouse
333 West 4th Street
Tulsa, OK 73103
(918)

FILED

JUL 24 1989

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT, STATE OF OKLAHOMA

Jack C. Silver, Clerk
U.S. DISTRICT COURT

LDL COMMUNICATIONS, INC.,
a Delaware corporation,

Plaintiff,

vs.

KTUL TELEVISION, INC., a
Delaware corporation,

Defendant.

Case No. 89-C-240-B

ORDER DISMISSING CASE WITH PREJUDICE

Now before the Court is the Joint Application for Order Dismissing Case with Prejudice. The parties having settled this action, it is hereby ordered that this action is dismissed with prejudice.

Dated this 24th day of July, 1989.

S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

FILED

ejj

OBA # 5026

JUL 24 1989

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

Jack C. Silver, Clerk
U.S. DISTRICT COURT

GLORIA J. BAGLEY,

Plaintiff,

vs.

MID-CENTURY INSURANCE
COMPANY, an Oklahoma
Domesticated Corporation,

Defendant.

Case No. 89-C-175-B

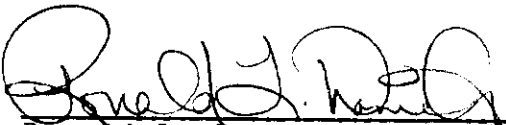
ORDER OF DISMISSAL WITH PREJUDICE

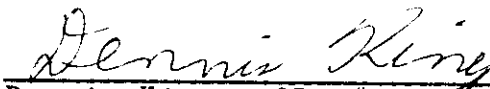
NOW, on this 24th day of July, 1989, the Joint Application of the parties for a Dismissal With Prejudice came on before the Court for hearing. The Court finds that the parties have settled the issues in the case and the case is therefore ordered dismissed with prejudice.

S/ THOMAS R. BRETT

JUDGE OF THE DISTRICT COURT

APPROVED AS TO FORM:


Ronald L. Daniels - OBA # 2150
Attorney for Plaintiff


Dennis King - OBA # 5026
Attorney for Defendant

FILED

JUL 21 1989

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

Jack C. Silver, Clerk
U.S. DISTRICT COURT

S. C. COSTA COMPANY, INC.,)

Plaintiff,)

vs.)

Case No. 88 C-306-B

AMERICAN TRUSTEE, INC., a)
corporation, RICHARD L.)
ANDERSON, MARGARET S. BUVINGER,)
RUSSELL DORR, PAUL H. MOCK,)
T.M. "BUD" MONTGOMERY, DAVID E.)
NORRIS, DON R. OWEN, CREEKE)
SPEAKE, JR., EDMOND SYNAR,)
HOWARD W. WILSON, ARTHUR A.)
WALLACE, ROBERT S. KERR, JR.,)
FRANCIS S. IRVINE, AND HORACE)
RHODES,)

Defendants.)

AMENDED DISMISSAL WITHOUT PREJUDICE

COMES NOW the Plaintiff, S. C. Costa Company, Inc. and dismisses without prejudice the Defendants, Robert S. Kerr, Jr., Horace Rhodes, and Francis S. Irvine from the above-styled cause of action. All parties who have appeared in this action agree to the dismissal Without Prejudice as evidenced by the signatures affixed hereto. The case will proceed against all other Defendants.

Therese Buthod

Therese Buthod, OBA #10752
James R. Gotwals, OBA #3499
JAMES R. GOTWALS & ASSOCIATES, INC.
Attorneys for the Plaintiff
S. C. Costa Company, Inc.
525 South Main, Suite 1130
Tulsa, Oklahoma 74103
(918) 599-7088

Gene Buzzard

Gene Buzzard, Esq.
Patricia Ledvina Himes
GABLE & GOTWALS
2000 Fourth National Bank Bldg.
15 West 6th Street
Tulsa, Oklahoma 74119

Attorney for all Defendants
remaining in the lawsuit

John Hermes

John Hermes, Esq.
McAFEE & TAFT

10th Floor, Two Leadership Square
Oklahoma City, Oklahoma 73102

Attorney for Robert S. Kerr, Jr.

C. Raymond Patton, Jr.

C. Raymond Patton, Jr., Esq.
HOUSTON & KLIEN
Suite 700, 320 South Boston Ave.
Tulsa, Oklahoma 74103

Attorney for Defendants Horace
Rhodes and Francis S. Irvine

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

Frederick Clinton McCorkle
and Bernice Carol McCorkle

vs.

Fibreboard Corporation , et al

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Cause No. 87-C-640-B

AGREED ORDER OF DISMISSAL

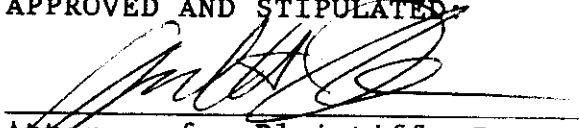
Upon stipulation of the plaintiffs and Eagle-Picher Industries, Inc., by and through their respective attorneys, that this cause has been amicably settled between them.

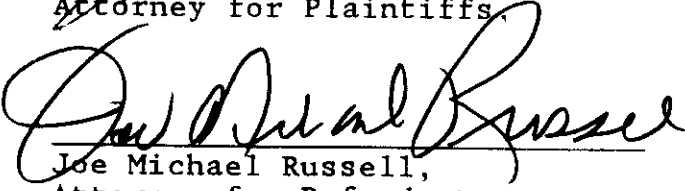
IT IS, BY THE COURT, ORDERED that the claims of the plaintiffs be, and hereby are, dismissed with prejudice as to Eagle-Picher Industries, Inc., only.

SIGNED this 21st day of July, 1989.

S/ THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

APPROVED AND STIPULATED:


Attorney for Plaintiffs.


Joe Michael Russell,
Attorney for Defendant,
Eagle-Picher Industries, Inc.

AGREED ORDER OF DISMISSAL
(ORDER2.FED)

UNITED STATES DISTRICT COURT FOR THE **FILED**
NORTHERN DISTRICT OF OKLAHOMA

JUL 21 1989

Jack C. Silver, Clerk
U.S. DISTRICT COURT

UNITED STATES OF AMERICA,

Plaintiff,

vs.

Civil Action No. 87-C-922-E

ONE 1983 BMW
VIN WBAFJ8108D7875051;

ONE 1984 CHEVROLET PICKUP
TRUCK
VIN 1GCCW80HOER214117;

ONE 1985 LINCOLN MARK VII
FLORIDA LICENSE NO. 589-DJR;

ONE 1981 STARFIRE MOTOR BOAT
REG. NO. FL5402EA;

ONE PARCEL OF REAL PROPERTY,
WITH BUILDINGS,
APPURTENANCES, AND
IMPROVEMENTS, KNOWN AS
6911 S.W. 14TH STREET,
PEMBROKE PINES, FLORIDA,
AND ITS CONTENTS;

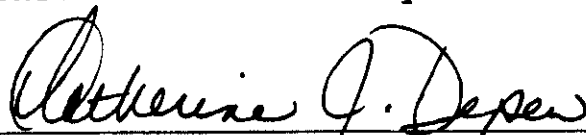
Defendants.

NOTICE OF DISMISSAL

Plaintiff, the United States of America, by Tony M. Graham, United States Attorney for the Northern District of Oklahoma, through Catherine J. Depew, Assistant United States Attorney, hereby gives notice that the above-styled action is hereby dismissed without prejudice, pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure as to the following-described defendant property:

One 1981 25 Foot Starfire Fiberglass
Inboard/Outboard Motor Boat,
Florida Reg. No. FL5402EA

TONY M. GRAHAM
United States Attorney

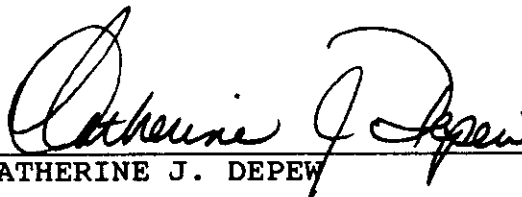


CATHERINE J. DEPEW, OBA #3836
Assistant United States Attorney
3600 U. S. Courthouse
333 West 4th Street
Tulsa, Oklahoma 74103
(918) 581-7463

CERTIFICATE OF MAILING

This is to certify that on this 20th day of July, 1989, a true and correct copy of the within and foregoing Notice of Dismissal as to One 1981 25 Foot Starfire Fiberglass Inboard/Outboard Motor Boat, Florida Reg. No. FL5402EA, was mailed, postage prepaid thereon, to:

James J. McGuire, Jr.
Attorney at Law
P. O. Box 8505
Red Bank, New Jersey 07701



CATHERINE J. DEPEW

CJD/ch

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

Gerald D. Nicks and
A. Alberta Nicks

vs.

Fibreboard Corporation , et al

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Cause No. 88-C-304-B

AGREED ORDER OF DISMISSAL

Upon stipulation of the plaintiffs and Eagle-Picher Industries, Inc., by and through their respective attorneys, that this cause has been amicably settled between them.

IT IS, BY THE COURT, ORDERED that the claims of the plaintiffs be, and hereby are, dismissed with prejudice as to Eagle-Picher Industries, Inc., only.


SIGNED this 21st day of July, 1989.

S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

APPROVED AND STIPULATED:


Attorney for Plaintiffs,


Joe Michael Russell,
Attorney for Defendant,
Eagle-Picher Industries, Inc.

AGREED ORDER OF DISMISSAL
(ORDER2.FED)

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

Hubert G. Tracey
and Jean Tracey

vs.

Fibreboard Corporation , et al

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Cause No. 88-C-1623-B

AGREED ORDER OF DISMISSAL

Upon stipulation of the plaintiffs and Eagle-Picher Industries, Inc., by and through their respective attorneys, that this cause has been amicably settled between them.

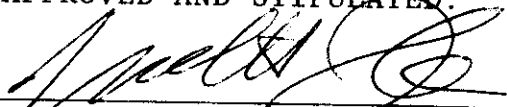
IT IS, BY THE COURT, ORDERED that the claims of the plaintiffs be, and hereby are, dismissed with prejudice as to Eagle-Picher Industries, Inc., only.

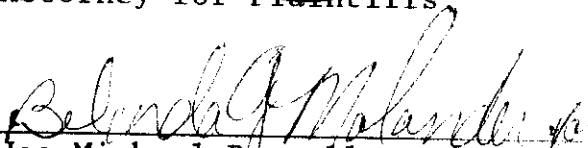
SIGNED this 21st day of July, 1989.

S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

APPROVED AND STIPULATED:


Attorney for Plaintiffs


Joe Michael Russell,
Attorney for Defendant,
Eagle-Picher Industries, Inc.

AGREED ORDER OF DISMISSAL
(ORDER2.FED)

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

Troy Cecil Williams
and Oleta Williams

vs.

Fibreboard Corporation , et al

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Cause No. 88-C-103-B

AGREED ORDER OF DISMISSAL

Upon stipulation of the plaintiffs and Eagle-Picher Industries, Inc., by and through their respective attorneys, that this cause has been amicably settled between them.

IT IS, BY THE COURT, ORDERED that the claims of the plaintiffs be, and hereby are, dismissed with prejudice as to Eagle-Picher Industries, Inc., only.

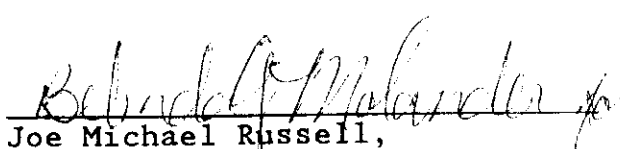
SIGNED this 21st day of July, 1989.

S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

APPROVED AND STIPULATED:


Attorney for Plaintiffs,


Joe Michael Russell,
Attorney for Defendant,
Eagle-Picher Industries, Inc.

AGREED ORDER OF DISMISSAL
(ORDER2.FED)

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA
DIVISION

Don Austin Stockton
and Gracia Mae Stockton

vs.

Fibreboard Corporation , et al

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Cause No. ~~SA~~-88-C-108-B

AGREED ORDER OF DISMISSAL

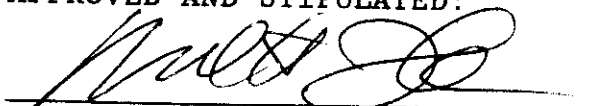
Upon stipulation of the plaintiffs and Eagle-Picher Industries, Inc., by and through their respective attorneys, that this cause has been amicably settled between them.

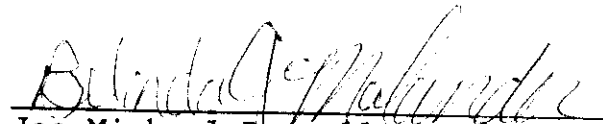
IT IS, BY THE COURT, ORDERED that the claims of the plaintiffs be, and hereby are, dismissed with prejudice as to Eagle-Picher Industries, Inc., only.

SIGNED this 21st day of July, 1989.

S/ THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

APPROVED AND STIPULATED:


Attorney for Plaintiffs,


Joe Michael Russell,
Attorney for Defendant,
Eagle-Picher Industries, Inc.

AGREED ORDER OF DISMISSAL
(ORDER2.FED)

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

John A. Giesen and Betty
Jane Giesen

vs.

Fibreboard Corporation, et al

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Cause No. 88-C-492-B

AGREED ORDER OF DISMISSAL

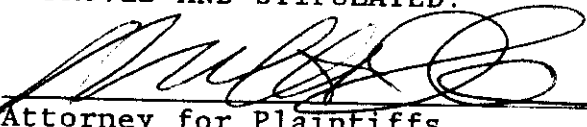
Upon stipulation of the plaintiffs and Eagle-Picher Industries, Inc., by and through their respective attorneys, that this cause has been amicably settled between them.

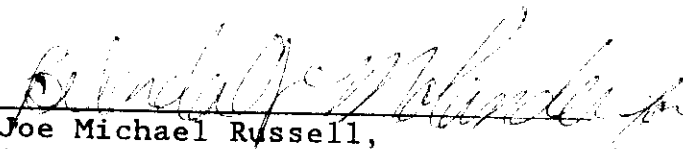
IT IS, BY THE COURT, ORDERED that the claims of the plaintiffs be, and hereby are, dismissed with prejudice as to Eagle-Picher Industries, Inc., only.

SIGNED this 21st day of July, 1989.

S/ THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

APPROVED AND STIPULATED:


Attorney for Plaintiffs,


Joe Michael Russell,
Attorney for Defendant,
Eagle-Picher Industries, Inc.

AGREED ORDER OF DISMISSAL
(ORDER2.FED)

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

Weyburn Byron Wilson
and Della Grace Wilson

vs.

Fibreboard Corporation , et al

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Cause No. ~~CA~~-88-C-104-B

AGREED ORDER OF DISMISSAL

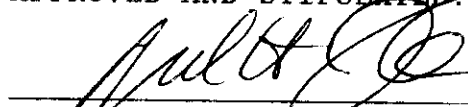
Upon stipulation of the plaintiffs and Eagle-Picher Industries, Inc., by and through their respective attorneys, that this cause has been amicably settled between them.

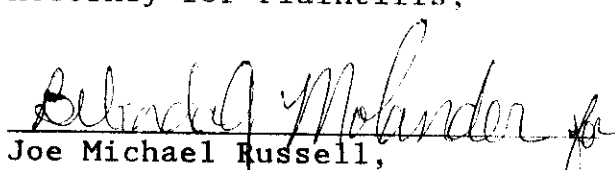
IT IS, BY THE COURT, ORDERED that the claims of the plaintiffs be, and hereby are, dismissed with prejudice as to Eagle-Picher Industries, Inc., only.

SIGNED this 21st day of July, 1989.

S/ THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

APPROVED AND STIPULATED:


Attorney for Plaintiffs,


Joe Michael Russell,
Attorney for Defendant,
Eagle-Picher Industries, Inc.

AGREED ORDER OF DISMISSAL
(ORDER2.FED)

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

Guffrey F. Carlton
and Bessie M. Carlton

vs.

Fibreboard Corporation, et al

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Cause No. 88-C-112-B

AGREED ORDER OF DISMISSAL

Upon stipulation of the plaintiffs and Eagle-Picher Industries, Inc., by and through their respective attorneys, that this cause has been amicably settled between them.


IT IS, BY THE COURT, ORDERED that the claims of the plaintiffs be, and hereby are, dismissed with prejudice as to Eagle-Picher Industries, Inc., only.


SIGNED this 21st day of July, 1989.

S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

APPROVED AND STIPULATED:


Attorney for Plaintiffs,


Joe Michael Russell,
Attorney for Defendant,
Eagle-Picher Industries, Inc.

AGREED ORDER OF DISMISSAL
(ORDER2.FED)

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

James Alex Trail
and Alpha Trail

vs.

Fibreboard Corporation , et al

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Cause No. 88-C-93-B

AGREED ORDER OF DISMISSAL

Upon stipulation of the plaintiffs and Eagle-Picher Industries, Inc., by and through their respective attorneys, that this cause has been amicably settled between them.

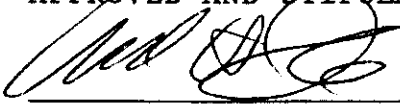
IT IS, BY THE COURT, ORDERED that the claims of the plaintiffs be, and hereby are, dismissed with prejudice as to Eagle-Picher Industries, Inc., only.

SIGNED this 21st day of July, 1989.

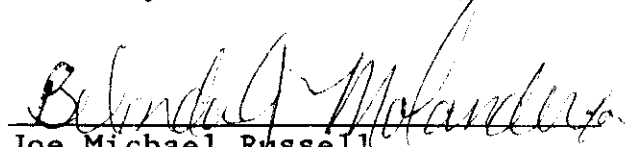
S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

APPROVED AND STIPULATED:



Attorney for Plaintiffs,



Joe Michael Russell,
Attorney for Defendant,
Eagle-Picher Industries, Inc.

AGREED ORDER OF DISMISSAL
(ORDER2.FED)

Entered

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED
JUL 21 1989 *fw*

Anita Louise Howerton,
Individually and as
Personal Representative
of the Heirs and Estate of
Walter Allen Howerton,
Deceased

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Jack C. Silver, Clerk
U.S. DISTRICT COURT

vs.

Cause No. 87-C-353-C ✓

Fibreboard Corporation, et al

AGREED ORDER OF DISMISSAL

Upon stipulation of the plaintiff and Eagle-Picher Industries, Inc., by and through their respective attorneys, that this cause has been amicably settled between them.

IT IS, BY THE COURT, ORDERED that the claims of the plaintiff be, and hereby are, dismissed with prejudice as to Eagle-Picher Industries, Inc., only.

SIGNED this 21 day of July, 1989.

W. Sale Book
UNITED STATES DISTRICT JUDGE

APPROVED AND STIPULATED:

[Signature]
Attorney for Plaintiff,

Joe Michael Russell
Joe Michael Russell,
Attorney for Defendant,
Eagle-Picher Industries, Inc.

9/14
AGREED ORDER OF DISMISSAL
(ORDER.FED)

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

Linley Neil O'Banion
and Mozelle O'Banion

vs.

Fibreboard Corporation , et al

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Cause No. 88-C-385-B

AGREED ORDER OF DISMISSAL

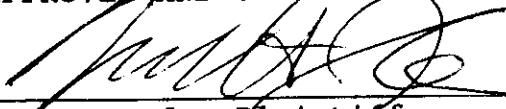
Upon stipulation of the plaintiffs and Eagle-Picher Industries, Inc., by and through their respective attorneys, that this cause has been amicably settled between them.

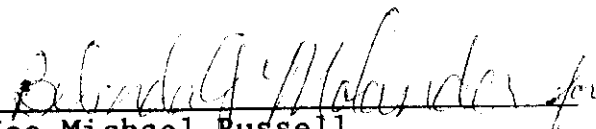
IT IS, BY THE COURT, ORDERED that the claims of the plaintiffs be, and hereby are, dismissed with prejudice as to Eagle-Picher Industries, Inc., only.

SIGNED this 21st day of July, 1989.

S/ THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

APPROVED AND STIPULATED:


Attorney for Plaintiffs,


Joe Michael Russell,
Attorney for Defendant,
Eagle-Picher Industries, Inc.

AGREED ORDER OF DISMISSAL
(ORDER2.FED)

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

MYRA MARIE PATRICK

Plaintiff,

vs.

JAMES BREWER,

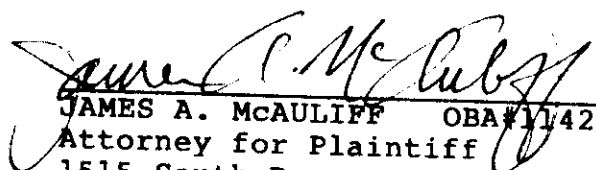
Defendant.

No. 89 C 439 E

DISMISSAL WITHOUT PREJUDICE

COMES NOW the Plaintiff by and through her attorney,
James A. McAuliff, and dismisses the above cause without
prejudice to future filing.

Dated this 21ST day of July, 1989.


JAMES A. MCAULIFF OBA#11421
Attorney for Plaintiff
1515 South Denver
Tulsa, OK 74119-3828
918-599-8118

CERTIFICATE OF MAILING

I hereby certify that on the 21ST day of July, 1989,
a true and correct copy of the above and foregoing pleading was
mailed to Mr. Alfred B. Knight, Knight, Wagner, Stuart &
Wilkerson, P. O. Box 1560, Tulsa, Oklahoma 74101-1560, attorney
for the Defendant herein, with sufficient postage fully prepaid.


JAMES A. MCAULIFF

The Court being fully advised and having examined the file herein finds that the Defendant, Vicki R. Guess a/k/a Vicki R. Wilhelm, acknowledged receipt of Summons and Complaint on or about May 25, 1989; that Defendant, County Treasurer, Tulsa County, Oklahoma, acknowledged receipt of Summons and Complaint on April 18, 1989; and that Defendant, Board of County Commissioners, Tulsa County, Oklahoma, acknowledged receipt of Summons and Complaint on April 17, 1989.

It appears that the Defendants, County Treasurer, Tulsa County, Oklahoma, and Board of County Commissioners, Tulsa County, Oklahoma, filed their Answers on May 8, 1989.

The Court further finds that this is a suit based upon a certain mortgage note and for foreclosure of a mortgage securing said mortgage note upon the following described real property located in Tulsa County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lots Five (5), Six (6) and Seven (7), Block Four (4), NORTH VINEYARD ADDITION, an Addition to the Town of Skiatook, Tulsa County, State of Oklahoma, according to the Recorded Plat thereof.

The Court further finds that on May 8, 1985, Vicki R. Guess executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, now known as Secretary of Veterans Affairs, her mortgage note in the amount of \$28,000.00, payable in monthly installments, with interest thereon at the rate of 12.5 percent per annum.

The Court further finds that as security for the payment of the above-described note, Vicki R. Guess executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, now known as Secretary of Veterans Affairs, a mortgage dated May 8, 1985, covering the above-described property. Said mortgage was recorded on May 22, 1985, in Book 4864, Page 885, in the records of Tulsa County, Oklahoma.

The Court further finds that the Defendant, Vicki R. Guess a/k/a Vicki R. Wilhelm, made default under the terms of the

aforesaid note and mortgage by reason of her failure to make the monthly installments due thereon, which default has continued, and that by reason thereof the Defendant, Vicki R. Guess a/k/a Vicki R. Wilhelm, is indebted to the Plaintiff in the principal sum of \$27,875.98, plus interest at the rate of 12.5 percent per annum from December 1, 1987 until judgment, plus interest thereafter at the legal rate until fully paid, and the costs of this action accrued and accruing.

The Court further finds that the Defendants, County Treasurer and Board of County Commissioners, Tulsa County, Oklahoma, claim no right, title, or interest in the subject real property.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendant, Vicki R. Guess a/k/a Vicki R. Wilhelm, in the principal sum of \$27,875.98, plus interest at the rate of 12.5 percent per annum from December 1, 1987 until judgment, plus interest thereafter at the current legal rate of 8.85 percent per annum until paid, plus the costs of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by Plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendants, County Treasurer and Board of County Commissioners, Tulsa County, Oklahoma, have no right, title, or interest in the subject real property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of said Defendant, Vicki R. Guess a/k/a Vicki R. Wilhelm, to satisfy the money judgment of the Plaintiff herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell with appraisement the real property involved herein and apply the proceeds of the sale as follows:

First:

In payment of the costs of this action accrued and accruing incurred by the Plaintiff, including the costs of sale of said real property;

Second:

In payment of the judgment rendered herein in favor of the Plaintiff.

The surplus from said sale, if any, shall be deposited with the Clerk of the Court to await further Order of the Court.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that from and after the sale of the above-described real property, under and by virtue of this judgment and decree, all of the Defendants and all persons claiming under them since the filing of the Complaint, be and they are forever barred and foreclosed of any right, title, interest or claim in or to the subject real property or any part thereof.


S/ THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

APPROVED:

TONY M. GRAHAM
United States Attorney



PETER BERNHARDT, OBA #741
Assistant United States Attorney



GENE P. DENNISON, OBA #
Attorney for Defendant, Vicki R.
Guess a/k/a Vicki R. Wilhelm

Judgment of Foreclosure
Civil Action No. 89-C-304-B

entered

FILED

JUL 21 1989

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

James Jefferson and
Linda Lou Battles

vs.

Fibreboard Corporation, et al

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§
§

Cause No. 88-C-111-C ✓

Jack C. Silver, Clerk
U.S. DISTRICT COURT

AGREED ORDER OF DISMISSAL

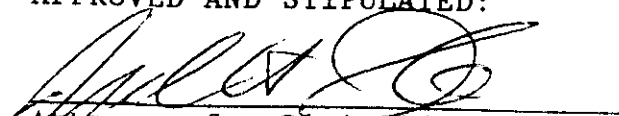
Upon stipulation of the plaintiffs and Eagle-Picher Industries, Inc., by and through their respective attorneys, that this cause has been amicably settled between them.

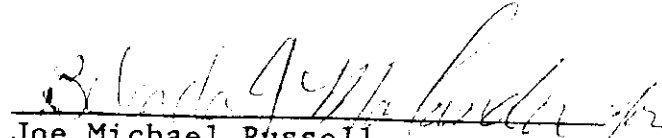
IT IS, BY THE COURT, ORDERED that the claims of the plaintiffs be, and hereby are, dismissed with prejudice as to Eagle-Picher Industries, Inc., only.

SIGNED this 21st day of July, 1989.


UNITED STATES DISTRICT JUDGE

APPROVED AND STIPULATED:


Attorney for Plaintiffs,


Joe Michael Russell,
Attorney for Defendant,
Eagle-Picher Industries, Inc.

AGREED ORDER OF DISMISSAL
(ORDER 2.FED)

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

Entered
FILED
JUL 21 1989 *JS*

Willis Clinton Bell and
Virginia Faith Bell

§
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§
§
§

Jack C. Silver, Clerk
U.S. DISTRICT COURT

vs.

Cause No. 88-C-110-C ✓

Fibreboard Corporation, et al

AGREED ORDER OF DISMISSAL

Upon stipulation of the plaintiffs and Eagle-Picher Industries, Inc., by and through their respective attorneys, that this cause has been amicably settled between them.

IT IS, BY THE COURT, ORDERED that the claims of the plaintiffs be, and hereby are, dismissed with prejudice as to Eagle-Picher Industries, Inc., only.

SIGNED this 21st day of July, 1989.

W. Dale Cook
UNITED STATES DISTRICT JUDGE

APPROVED AND STIPULATED:

[Signature]
Attorney for Plaintiffs,

Belinda McMichael
Joe Michael Russell,
Attorney for Defendant,
Eagle-Picher Industries, Inc.

AGREED ORDER OF DISMISSAL
(ORDER2.FED)

ch

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

Jerry Leemon Lambert and
Amber Jo Lambert

vs.

Fibreboard Corporation , et al

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§

Cause No. 88-C-131-B

AGREED ORDER OF DISMISSAL

Upon stipulation of the plaintiffs and Eagle-Picher Industries, Inc., by and through their respective attorneys, that this cause has been amicably settled between them.

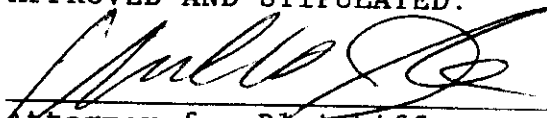
IT IS, BY THE COURT, ORDERED that the claims of the plaintiffs be, and hereby are, dismissed with prejudice as to Eagle-Picher Industries, Inc., only.

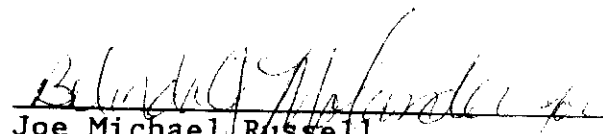
SIGNED this 21st day of July, 1989.

S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

APPROVED AND STIPULATED:


Attorney for Plaintiffs,


Joe Michael Russell,
Attorney for Defendant,
Eagle-Picher Industries, Inc.

AGREED ORDER OF DISMISSAL
(ORDER2.FED)

sentenced

FILED
JUL 21 1989

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

Lewis Leon Brown and
Eva Jacqueline Brown

Jack C. Silver, Clerk
U.S. DISTRICT COURT

vs.

Fibreboard Corporation, et al

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Cause No. 87-C-580-C

AGREED ORDER OF DISMISSAL

Upon stipulation of the plaintiffs and Eagle-Picher Industries, Inc., by and through their respective attorneys, that this cause has been amicably settled between them.

IT IS, BY THE COURT, ORDERED that the claims of the plaintiffs be, and hereby are, dismissed with prejudice as to Eagle-Picher Industries, Inc., only.

SIGNED this 21st day of July, 1989.

[Signature]
UNITED STATES DISTRICT JUDGE

APPROVED AND STIPULATED:

[Signature]
Attorney for Plaintiffs,

[Signature]
Joe Michael Russell,
Attorney for Defendant,
Eagle-Picher Industries, Inc.

AGREED ORDER OF DISMISSAL
(ORDER 2.FED)

Entered

F I L E D

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

JUL 21 1989

Jack C. Silver, Clerk
U.S. DISTRICT COURT

Bobby Jean Lee and
Goldie Caudill Lee

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vs.

Cause No. 87-C-380-C


Fibreboard Corporation , et al

AGREED ORDER OF DISMISSAL

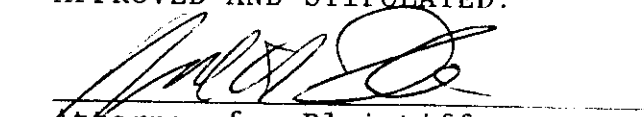
Upon stipulation of the plaintiffs and Eagle-Picher Industries, Inc., by and through their respective attorneys, that this cause has been amicably settled between them.

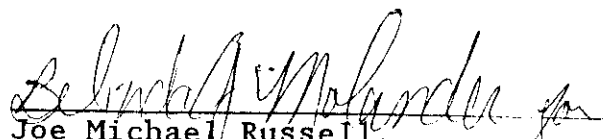
IT IS, BY THE COURT, ORDERED that the claims of the plaintiffs be, and hereby are, dismissed with prejudice as to Eagle-Picher Industries, Inc., only.

SIGNED this 21st day of July, 1989.


UNITED STATES DISTRICT JUDGE

APPROVED AND STIPULATED:


Attorney for Plaintiffs,


Joe Michael Russell,
Attorney for Defendant,
Eagle-Picher Industries, Inc.

AGREED ORDER OF DISMISSAL
(ORDER 2.FED)

Entered

FILED

JUL 21 1989

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

C. Silver, Clerk
U.S. DISTRICT COURT

J.R. Beall and
Virginia Beall

vs.

Fibreboard Corporation, et al

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Cause No. 88-C-292-C

AGREED ORDER OF DISMISSAL

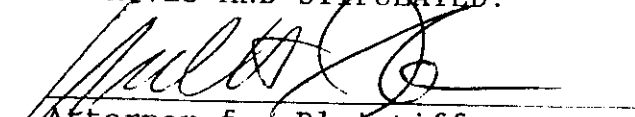
Upon stipulation of the plaintiffs and Eagle-Picher Industries, Inc., by and through their respective attorneys, that this cause has been amicably settled between them.

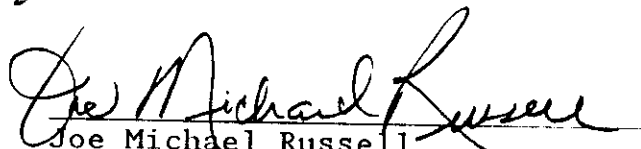
IT IS, BY THE COURT, ORDERED that the claims of the plaintiffs be, and hereby are, dismissed with prejudice as to Eagle-Picher Industries, Inc., only.

SIGNED this 21 day of July, 1989.


UNITED STATES DISTRICT JUDGE

APPROVED AND STIPULATED:


Attorney for Plaintiffs,


Joe Michael Russell,
Attorney for Defendant,
Eagle-Picher Industries, Inc.

AGREED ORDER OF DISMISSAL
(ORDER2.FED)

entered

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED
JUL 21 1989
Jack C. Silver, Clerk
U.S. DISTRICT COURT

VIOLET KELLEY,
INDIVIDUALLY AND AS PERSONAL
REPRESENTATIVE OF THE HEIRS
AND ESTATE OF FLOYD OSCAR
KELLEY
vs.
Fibreboard Corporation, et al

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Cause No. 88-C-132-C

AGREED ORDER OF DISMISSAL

Upon stipulation of the plaintiff and Eagle-Picher Industries, Inc., by and through their respective attorneys, that this cause has been amicably settled between them.

IT IS, BY THE COURT, ORDERED that the claims of the plaintiff be, and hereby are, dismissed with prejudice as to Eagle-Picher Industries, Inc., only.

SIGNED this 21 day of July, 1989.

W. S. Leach
UNITED STATES DISTRICT JUDGE

APPROVED AND STIPULATED:

[Signature]
Attorney for Plaintiff,

Joe Michael Russell
Joe Michael Russell,
Attorney for Defendant,
Eagle-Picher Industries, Inc.

35
AGREED ORDER OF DISMISSAL
(ORDER.FED)

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

Susan Rohrbaugh, Barbara §
Ann Clay and Debra Mae Ambler §
Individually and as §
Personal Representatives §
of the Heirs and Estate of §
Dorothy Mae Palmer, Deceased §
vs. §
Fibreboard Corporation, et al §

Cause No. 88-C-90-B

AGREED ORDER OF DISMISSAL

Upon stipulation of the plaintiffs and Eagle-Picher Industries, Inc., by and through their respective attorneys, that this cause has been amicably settled between them.

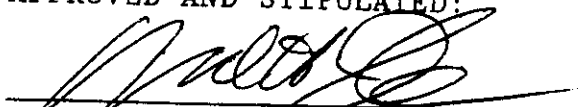
IT IS, BY THE COURT, ORDERED that the claims of the plaintiffs be, and hereby are, dismissed with prejudice as to Eagle-Picher Industries, Inc., only.


SIGNED this 21st day of July, 1989.

S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

APPROVED AND STIPULATED:


Attorney for Plaintiffs,


Joe Michael Russell,
Attorney for Defendant,
Eagle-Picher Industries, Inc.

AGREED ORDER OF DISMISSAL
(ORDER.FED)

FILED
IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

Junior Almon Baldridge
and Virginia Lee Baldridge

vs.

Fibreboard Corporation, et al

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Cause No. 87-C-668-B

AGREED ORDER OF DISMISSAL

Upon stipulation of the plaintiffs and Eagle-Picher Industries, Inc., by and through their respective attorneys, that this cause has been amicably settled between them.

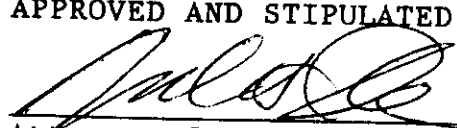
IT IS, BY THE COURT, ORDERED that the claims of the plaintiffs be, and hereby are, dismissed with prejudice as to Eagle-Picher Industries, Inc., only.

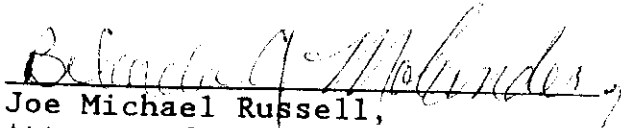
SIGNED this 21st day of July, 1989.

S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

APPROVED AND STIPULATED:


Attorney for Plaintiffs,


Joe Michael Russell,
Attorney for Defendant,
Eagle-Picher Industries, Inc.

AGREED ORDER OF DISMISSAL
(ORDER2.FED)

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

Denver Wesley Wilmoth
and Jewell A. Wilmoth

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vs.

Cause No. 87-C-403-B

Fibreboard Corporation , et al

AGREED ORDER OF DISMISSAL

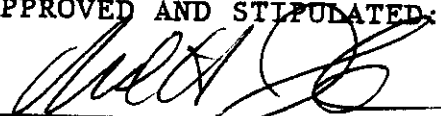
Upon stipulation of the plaintiffs and Eagle-Picher Industries, Inc., by and through their respective attorneys, that this cause has been amicably settled between them.

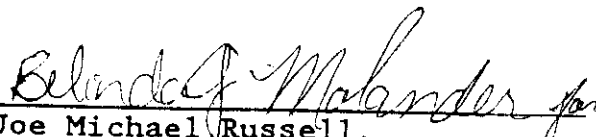
IT IS, BY THE COURT, ORDERED that the claims of the plaintiffs be, and hereby are, dismissed with prejudice as to Eagle-Picher Industries, Inc., only.

SIGNED this 21st day of July, 1989.

S/ THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

APPROVED AND STIPULATED:


Attorney for Plaintiffs,


Joe Michael Russell,
Attorney for Defendant,
Eagle-Picher Industries, Inc.

AGREED ORDER OF DISMISSAL
(ORDER2.FED)

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

MELVIN EVERETT SMITH

vs.

Fibreboard Corporation, et al

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Cause No. 87-C-521-B

AGREED ORDER OF DISMISSAL

Upon stipulation of the plaintiff and Eagle-Picher Industries, Inc., by and through their respective attorneys, that this cause has been amicably settled between them.

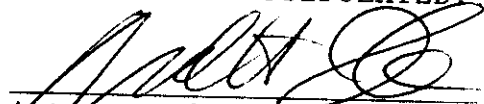
IT IS, BY THE COURT, ORDERED that the claims of the plaintiff be, and hereby are, dismissed with prejudice as to Eagle-Picher Industries, Inc., only.

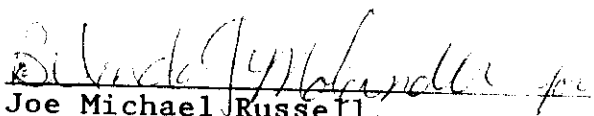
SIGNED this 21st day of July, 1989.

S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

APPROVED AND STIPULATED:


Attorney for Plaintiff,


Joe Michael Russell,
Attorney for Defendant,
Eagle-Picher Industries, Inc.

AGREED ORDER OF DISMISSAL
(ORDER.FED)

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

Willie Wade Caldera
Marie A. Caldera

vs.

Fibreboard Corporation, et al

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Cause No. 87-C-522-B

AGREED ORDER OF DISMISSAL

Upon stipulation of the plaintiffs and Eagle-Picher Industries, Inc., by and through their respective attorneys, that this cause has been amicably settled between them.

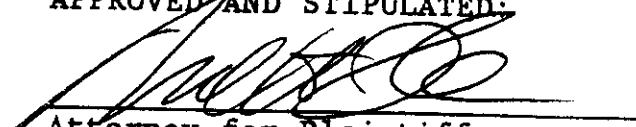
IT IS, BY THE COURT, ORDERED that the claims of the plaintiffs be, and hereby are, dismissed with prejudice as to Eagle-Picher Industries, Inc., only.

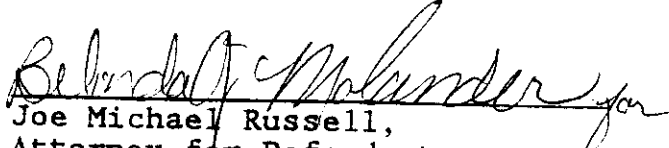
SIGNED this 21st day of July, 1989.

S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

APPROVED AND STIPULATED:


Attorney for Plaintiffs,


Joe Michael Russell,
Attorney for Defendant,
Eagle-Picher Industries, Inc.

AGREED ORDER OF DISMISSAL
(ORDER 2.FED)

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

JUL 21 1988

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

GENERAL ACCIDENT INSURANCE COMPANY
OF AMERICA,

Plaintiff,

vs.

Case No. 88-C-255 - E ✓

FIRST NATIONAL BANK AND TRUST COMPANY
OF TULSA, a national banking
association, as successor personal
representative of the estate of
F. Paul Thieman, deceased; GENE
MARITAN; EDWIN KRONFELD, individually
and as surviving general partner of
Birmingham Properties, an Oklahoma
limited partnership,

Defendants.

STIPULATION AND DISMISSAL w/Prejudice

The plaintiff, General Accident Insurance Company of America, hereby dismisses
defendant Edwin Kronfeld, individually and as surviving general partner of
Birmingham Properties, an Oklahoma limited partnership, from the above-styled cause.

BEST, SHARP, HOLDEN, SHERIDAN & STRITZKE

By: 

Joseph A. Sharp, OBA #8124
700 Kennedy Building
321 South Boston
Tulsa, OK 74103
(918) 582-1234

Attorneys for Plaintiff

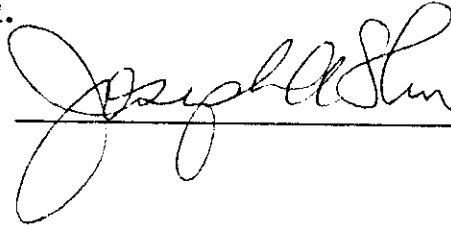
CERTIFICATE OF SERVICE

This is to certify that on this the 20th day of July, 1989, a true, correct and exact copy of the above and foregoing instrument was mailed to:

James W. Tilly, Tilly & Ward, 1412 S. Boston, Suite 715, Tulsa, OK 74119;

James C. Lang, Sneed, Lang, Adams, Hamilton & Barnett, 6th Floor, 114 East 8th Street, Tulsa, OK 74119;

John S. Athens, Conner & Winters, 2400 First National Tower, Tulsa, OK 74103,
with proper postage thereon fully prepaid.



IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

ORS CORPORATION, an Oklahoma corporation,
UENTECH, an Oklahoma corporation, and ORS
DEVELOPMENT CORPORATION, an Oklahoma
corporation,

Plaintiffs,

v.

WALTER L. MAGUIRE a/k/a WALTER L. MAGUIRE, SR.;
et al.,

Defendants,

WALTER L. MAGUIRE a/k/a WALTER L. MAGUIRE, SR.;
WALTER L. MAGUIRE, JR. a/k/a TERRY MAGUIRE;
THE MAGUIRE FOUNDATION, INC., a Connecticut
corporation; UNITERRA CORPORATION, a Nevada
corporation; and PREMIER TITLE AND MORTGAGE
COMPANY, INC., a Connecticut corporation,

Defendants/Counterplaintiffs,

v.

ROBERT A. ALEXANDER, JR., J. L. DIAMOND,
V. E. GOODWIN, and HOMER L. SPENCER, JR.,
DON EVE, JOHN CARL WOOD, MICHAEL ROGERS,
ROBERT TIPS, JACK PAGE, SUSAN PALMER,
RICHARD COWAN, ROBERT CASE, ORS CANADA, LTD.,
a Canadian corporation, and EOR, LTD, a
Canadian corporation,

Additional Counterdefendants.

No. 87-C-426-E ✓

STIPULATION OF DISMISSAL

The undersigned parties, pursuant to Rule 41(a)(1)(ii) of the Federal Rules of Civil Procedure, hereby stipulate to the dismissal with prejudice of all claims between and among them in this action.

Respectfully submitted,

HALL, ESTILL, HARDWICK, GABLE,
GOLDEN & NELSON, P.C.

By Claire V. Eagan
Claire V. Eagan, O.B.A. #554
Susan L. Jackson, O.B.A. #11365
4100 Bank of Oklahoma Tower
One Williams Center
Tulsa, OK 74172
(918) 588-2700

ATTORNEYS FOR DEFENDANTS/
COUNTERPLAINTIFFS

-and-

CRAWFORD, CROWE & BAINBRIDGE

By Robert L. Bainbridge
B. Hayden Crawford
Robert L. Bainbridge, O.B.A. #436
1714 First National Building
Tulsa, OK 74103

ATTORNEYS FOR ADDITIONAL
COUNTERDEFENDANT, ROBERT A.
ALEXANDER, Jr.

CERTIFICATE OF MAILING

I hereby certify that on this 21st day of July, 1989, a true and correct copy of the above and foregoing document was mailed to each of the following with proper postage thereon fully prepaid:

James E. Green, Jr., Esq.
Comfort, Lipe & Green, P.C.
2100 Mid-Continent Tower
401 South Boston Avenue
Tulsa, OK 74103
Attorneys for Plaintiffs,
ORS Corporation, Uentech and
ORS Development Corporation
and Additional Counterdefendants
ORS Canada, Ltd. and EOR Ltd.

William J. Doyle, III, Esq.
2520 Mid-Continent Tower
401 South Boston Avenue
Tulsa, OK 74103
Attorney for Additional
Counterdefendants, V. E. Goodwin
and Richard Cowan

B. Hayden Crawford, Esq.
Crawford, Crowe & Bainbridge
1714 First National Building
Tulsa, OK 74103
Attorneys for Additional
Counterdefendant,
Robert A. Alexander, Jr.

Michael L. Seymour, Esq.
1717 East 15th Street
Tulsa, OK 74104
Attorney for Additional
Counterdefendants,
Homer L. Spencer, Jr. and Don Eve

Stephen B. Riley, Esq.
Chapel, Wilkinson, Riggs & Abney
502 West Sixth Street
Tulsa, OK 74119-1010
Attorneys for Additional
Counterdefendant, J. L. Diamond

Bert C. McElroy, Esq.
2520 Mid-Continent Tower
401 South Boston Avenue
Tulsa, OK 74103
Attorney for Additional
Counterdefendant, Robert Case

Fred C. Cornish, Esq.
Robert Renbarger, Esq.
917 Kennedy Building
321 S. Boston
Tulsa, OK 74103
Attorneys for Additional
Counterdefendants,
John Carl Wood and Michael Rogers

R. Thomas Seymour, Esq.
230 Mid-Continent Tower
401 South Boston Avenue
Tulsa, OK 74103
Attorney for Additional
Counterdefendant, Robert H. Tips

Claire V Egan

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

JUL 21 1989

Jack C. Silver, Clerk
U.S. DISTRICT COURT

UNITED STATES OF AMERICA,

Plaintiff,

vs

ONE PARCEL OF REAL PROPERTY,
WITH BUILDINGS, APPURTENANCES,
IMPROVEMENTS, AND CONTENTS,
KNOWN AS 9520 SOUTH 193rd
EAST AVENUE, BROKEN ARROW,
TULSA COUNTY, OKLAHOMA,
AND

ONE PARCEL OF REAL PROPERTY,
WITH BUILDINGS, APPURTENANCES,
IMPROVEMENTS, AND CONTENTS,
KNOWN AS 10241 SOUTH 215th
EAST AVENUE, BROKEN ARROW,
WAGONER COUNTY, OKLAHOMA,
AND

ONE 1988 FORD 350 PICKUP,
VIN 2FTJW35G9JCA31896,

Defendants.

CIVIL ACTION NO.
89-C-542-E

NOTICE OF DISMISSAL
AS TO CONTENTS VALUED AT LESS THAN \$1,000.00

Plaintiff, the United States of America, by Tony M. Graham, United States Attorney for the Northern District of Oklahoma, through Catherine J. Depew, Assistant United States Attorney, hereby gives notice that a portion of the Defendant properties that is the subject of this action is hereby dismissed without prejudice, pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure, more specifically the Defendant property described as:

All contents of the Defendant
real property valued at less
than \$1,000.00 of the defendant
real property known as:

a) 10241 South 215th East Avenue
Broken Arrow, Wagoner County,
Oklahoma,

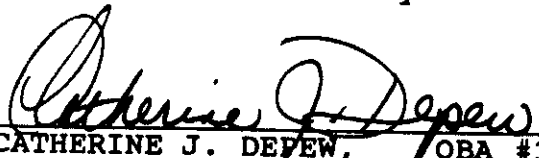
and

b) 9520 South 193rd East Avenue
Broken Arrow, Tulsa County,
Oklahoma.

DATED at Tulsa, Oklahoma, this 13th day of July,
1989.

Respectfully submitted,

TONY M. GRAHAM
United States Attorney


CATHERINE J. DEPEW, OBA #3836
Assistant United States Attorney
3600 U. S. Courthouse
333 West 4th Street
Tulsa, Oklahoma 74103

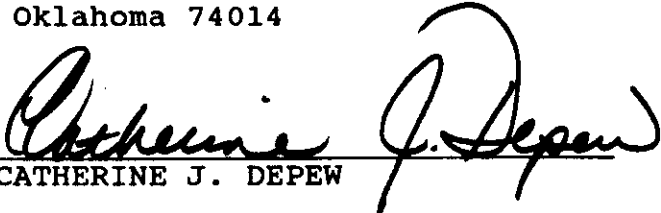
CJD/ch

CERTIFICATE OF MAILING

This is to certify that on this 20th day of July, 1989, a true and correct copy of the within and foregoing Notice of Dismissal As To Contents Valued at Less Than \$1,000.00 was mailed, postage prepaid thereon, to:

MARIO GARCIA
10241 South 215th East Avenue
Broken Arrow, Oklahoma 74014

MARINA GARCIA
10241 South 215th East Avenue
Broken Arrow, Oklahoma 74014


CATHERINE J. DEPEW

THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

JUL 20 1989

CARMELITHA GOFF, Natural
Parent and Guardian of CHAD
AUSTIN WILLIAMS, a minor,

Plaintiff,

vs.

WAL-MART STORES, INC.,

Defendant.

Jack C. Silver, Clerk
U.S. DISTRICT COURT

Case No. 88-C-1360-B

ORDER OF DISMISSAL

Now on this 16th day of June, 1989, comes on for consideration the application of the Plaintiff for dismissal without prejudice. The court, being advised in the premises, does hereby find that said application should be granted.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the court that the application for dismissal of the Plaintiff shall be and is hereby granted and the above-styled and numbered action is hereby dismissed without prejudice.

S/ THOMAS R. BRETT

Thomas R. Brett
United States District Judge

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

AUG 20 1989
C. Silver, Clerk
U.S. DISTRICT COURT

THRIFTY RENT-A-CAR SYSTEM, INC.,)
a corporation,)

Plaintiff,)

v.)

Case No. 89-C-179-B

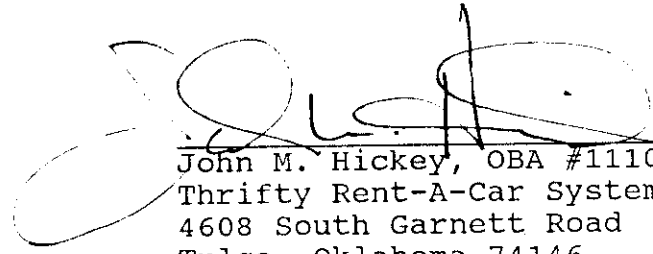
HOUSTON WINDOWS, INC., a)
corporation, WARREN J. LUTWIN,)
TED PULSIFER and ROBERT MALESK,)

Defendant.)

DISMISSAL WITH PREJUDICE

The Plaintiff in the above styled action, Thrifty Rent-A-Car System, Inc., by and through its attorneys of record, hereby dismisses WITH PREJUDICE its causes of action against Houston Windows, Inc. and Ted Pulsifer in the above styled action.

Dated this 19th day of July, 1989.


John M. Hickey, OBA #11100
Thrifty Rent-A-Car System, Inc.
4608 South Garnett Road
Tulsa, Oklahoma 74146
(918) 665-3930

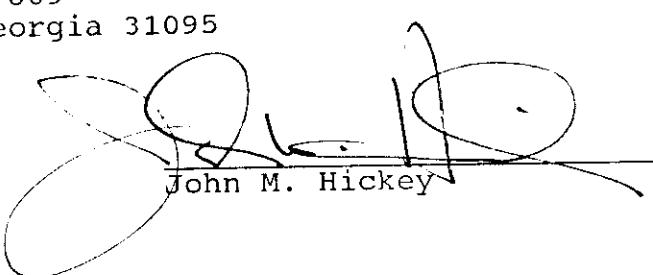
Dana L. Rasure, OBA #7421
Baker, Hoster, McSpadden,
Clark, Rasure & Slicker
800 Kennedy Building
Tulsa, Oklahoma 74103
(918) 592-5555

Attorneys for Plaintiff

CERTIFICATE OF MAILING

The undersigned certifies that on July 19, 1989 a true and correct copy of the above and foregoing Dismissal with Prejudice was mailed by first class mail, postage prepaid to:

Walter E. Harrington, Jr., Esq.
Harrington & Associates
106 Patroit Way
Post Office Box 7809
Warner Robins, Georgia 31095



John M. Hickey

2/3:12:4

FILE

0702001P

expenses of litigation, and attorneys' fees; and

IT FURTHER APPEARING TO THE COURT that there have been no counterclaims asserted herein;

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED, as follows:

First: Plaintiff Borg Compressed Steel Corporation's claims against Defendant American Standard, Inc., and Defendant Connell Limited Partnership, Luria Brothers Division, are hereby dismissed with prejudice;

Second: Defendant Connell Limited Partnership, Luria Brothers Division's, cross-claim against Defendant American Standard, Inc., is hereby dismissed with prejudice;

Third: Defendant American Standard, Inc.'s, cross-claim against Defendant Connell Limited Partnership, Luria Brothers Division, is hereby dismissed with prejudice;

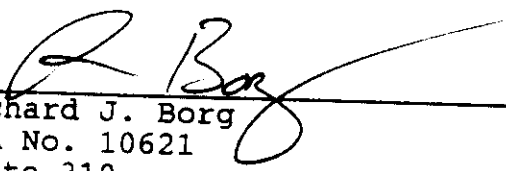
Fourth: Each party is to bear its own costs, expenses of litigation, and attorneys' fees.

Dated this 30 day of July, 1989.

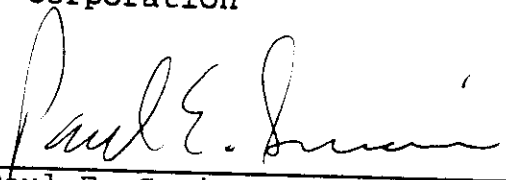
(Signed) H. Dale Cook

UNITED STATES DISTRICT JUDGE

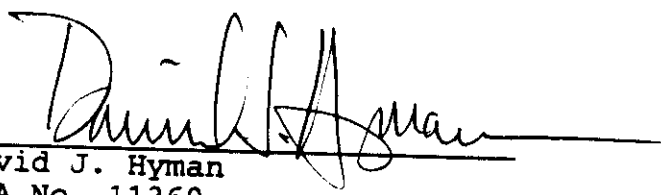
Approved for Entry:


Richard J. Borg
OBA No. 10621
Suite 310
5314 South Yale
Tulsa, Oklahoma 74135

Attorney for Plaintiff
Borg Compressed Steel
Corporation


Paul E. Swain, III
OBA No. 8785
Boone, Smith, Davis & Hurst
500 ONEOK Plaza
Tulsa, Oklahoma 74103

Attorney for Defendant
Connell Limited Partnership,
Luria Brothers Division


David J. Hyman
OBA No. 11360
Conner & Winters
2400 First National Tower
Tulsa, Oklahoma 74103

Attorney for Defendant
American Standard, Inc.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

JUL 13 1989

John C. Styer, Clerk
U.S. DISTRICT COURT

STRUTHERS 1979 OIL & GAS PROGRAM
SERIES A, a New York limited
partnership; STRUTHERS 1979 OIL
& GAS PROGRAM SERIES B, a New
York limited partnership; and,
STRUTHERS 1980 OIL & GAS PROGRAM
SERIES A, a New York limited
partnership,

Plaintiffs,

vs.

ANR PIPELINE COMPANY,
a Delaware corporation,

Defendant.

Case No. 89-C-320-E

TIME STUDY CASE

Record Time Spent by Judge or Magistrate

ORDER REMANDING CASE

UPON CONSIDERATION of the Joint Motion To Remand filed by Plaintiffs and Defendant, and finding jurisdiction in this Court to be lacking due to incomplete diversity of citizenship between all Plaintiffs and the Defendant, IT IS HEREBY ORDERED that the Motion to Remand be, and the same is, hereby granted. This action is remanded to the District Court of Tulsa County, Oklahoma, from which it was removed, and the Court Clerk is directed to effect the remand.

IT IS FURTHER ORDERED that each party shall bear its own costs and expenses associated with the removal and subsequent remand of this case, and that the Defendant be, and is, released from the obligations of its removal bond.

IT IS SO ORDERED this 18th day of July, 1989.

S/ JAMES O. ELISON

UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:

Ronald E. Goins
Holliman, Langholz, Runnels & Dorwart
Suite 700, Holarud Building
10 East Third Street
Tulsa, Oklahoma 74103
(918) 584-1471

ATTORNEYS FOR PLAINTIFFS

James M. Sturdivant
Teresa B. Adwan
M. Benjamin Singletary
Gary S. Hess
Gable & Gotwals, Inc.
2000 Fourth National Bank Building
Tulsa, Oklahoma 74119
(918) 582-9201

Mr. Robert D. Rooney
Legal Department
ANR Pipeline Company
Nine Greenway Plaza
Houston, Texas 77046

ATTORNEYS FOR DEFENDANT
ANR PIPELINE COMPANY

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

JUL 19 1989

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

CHAMP M. JENKINS,

Plaintiff,

vs.

OTIS R. BOWEN, M.D.,
Secretary of Health and
Human Services

Defendant.

No. 88-C-677-C ✓

ORDER

Now before the Court for its consideration is the objection of the defendant to the Report and Recommendation of the United States Magistrate filed on January 23, 1989. The Magistrate recommended that plaintiff be granted disability benefits.

The Secretary must follow a five-step process in evaluating a claim for disability benefits. 20 C.F.R. §416.920 (1988). If a person is found to be disabled or not disabled at any point, the review ends. §416.920(a). The five steps are as follows:

- (1) A person who is working is not disabled. 20 C.F.R. §416.920(b).
- (2) A person who does not have an impairment or combination of impairments severe enough to limit the ability to do basic work is not disabled. 20 C.F.R. §416.920(c).
- (3) A person whose impairment meets or equals one of the impairments listed in the regulations is conclusively presumed to be disabled. 20 C.F.R. §416.920(d).
- (4) A person who is able to perform work he has done in the past is not disabled. 20 C.F.R. §416.920(e).
- (5) A person whose impairment precludes performance of past work is disabled unless the Secretary demonstrates that the person can perform other work. Factors to be considered are age, education, past work experience, and residual functional capacity. 20 C.F.R. §416.920(f).

Reyes v. Bowen, 845 F.2d 242, 243 (10th Cir. 1988); Bowen v. Yuckert, 482 U.S. 137, 107 S.Ct. 2287, 2290-96 (1987); cf. Tillery v. Schweiker, 713 F.2d 601, 602 (10th Cir. 1983).

In the case at bar, the Administrative Law Judge found that plaintiff did not have an impairment or combination of impairments listed in or medically equal to one listed in Appendix 1, Subpart P, Regulations No.4. The Magistrate determined this conclusion to be erroneous.

The scope of review as to the Secretary's evaluation of disability is limited to determining whether the finding as to disability is supported by substantial evidence. Tillery v. Schweiker, 713 F.2d 601, 603 (10th Cir. 1983). Substantial evidence is

defined as "such relevant evidence as a reasonable mind might accept as adequate to support a conclusion." ... [T]he determination is not merely a quantitative exercise. Evidence is not substantial "if it is overwhelmed by other evidence -- particularly certain types of evidence (e.g., that offered by treating physicians) or if it really constitutes not evidence but mere conclusion."

Knipe v. Heckler, 755 F.2d 141, 145 (10th Cir. 1985) (citations omitted).

The claimant bears the burden of proving his disability. Channel v. Heckler, 747 F.2d 577, 579 (10th Cir. 1984).


The relevant provision regarding the claimed disability of active rheumatoid arthritis is 20 C.F.R. 404, Subpt.P, App.1, §1.02 (1988), which states the following criteria:

- A. History of persistent joint pain, swelling, and tenderness involving multiple major joints ... and with signs of joint inflammation ... on current physical examination despite prescribed therapy for at least 3 months, resulting in significant restriction of function of the affected joints
- B. Corroboration of diagnosis at some point in time by either
 - 1. Elevated sedimentation rate; or ...

The defendant admits that the criterion under B was satisfied but that A was not, because plaintiff presented no evidence of significant restriction of function of the affected joints. Upon review, the Court agrees. Further, there was evidence from a physician (Dr. Adelman) that plaintiff could be improved with medication and physical therapy. While the doctor prefaced his conclusion with "if" at one point (i.e., "if he can be improved"), at another point he made clear that rheumatoid arthritis could be improved in that manner. (Tr.105-06). In sum, the Court has concluded that the ALJ's decision was supported by substantial evidence.

It is the Order of the Court that the plaintiff's claim for benefits is hereby DENIED.

IT IS SO ORDERED this 19th day of July, 1989.


H. DALE COOK
Chief Judge, U. S. District Court

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

JUL 10 1989

UNITED STATES OF AMERICA,

Plaintiff,

vs.

FOUR THOUSAND NINE HUNDRED
DOLLARS (\$4,900.00) IN
UNITED STATES CURRENCY,

Defendant.

Jack C. Green, Clerk
U.S. DISTRICT COURT

89-11-573 E

AGREED JUDGMENT OF FORFEITURE

IT NOW APPEARS that the forfeiture proceeding herein has been fully compromised and settled. Such settlement more fully appears by the written Stipulation For Compromise entered into by and between Donald Evans and the United States of America on July 10th, 1989, and filed herein, to which Stipulation for Compromise reference is hereby made and is incorporated herein.

It further appearing that no other claims to said property have been filed since such property has been seized and that no other person has any right, title, or interest in the defendant property.

Now, therefore, on motion of Catherine J. Depew, Assistant United State Attorney, and with the consent of Donald Evans, it is

ORDERED that the claim of Donald Evans in the administrative proceeding be, and the same hereby is, dismissed with prejudice, and it is

FURTHER ORDERED AND DECREED that \$1,350.00 in United States Currency be, and hereby is, condemned as forfeited to the United States of America and shall remain in the custody of the United States Marshal for disposition according to law, and that \$3,560.00 shall be returned to the Claimant, Donald Evans, by the United States Marshal.

W. JAMES C. ELIOT

UNITED STATES DISTRICT JUDGE

CJD/cj

IN THE UNITED STATES DISTRICT COURT FOR **FILED**

THE NORTHERN DISTRICT OF OKLAHOMA

JUL 16 1989

John C. Sylvan, Clerk
U.S. DISTRICT COURT

BENNY TATE,

Plaintiff,

vs.

TEXACO, INC., J. C. GRANT,
R. K. TIERNAN, and E. R.
FREEMAN,

Defendants.

Case No. 86-C-587-**EC**

ORDER TO DISMISS DEFENDANT, E. R. FREEMAN

Now on the 19th day of July 1989, there comes before the undersigned Judge the Plaintiff's motion to dismiss without prejudice the Defendant, E. R. Freeman, in the above styled matter. For good cause shown, the Court finds Plaintiff's request to dismiss, E. R. Freeman as a Defendant in the above styled matter should be granted.

IT IS THEREFORE ORDERED that Defendant, E. R. Freeman, is dismissed without prejudice.

BY THOMAS R. BRETT

THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

GERALD W. WRIGHT (OBA #9908)
707 South Houston, Suite 308
Tulsa, Oklahoma 74127
(918) 582-7223

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

JUL 19 1989

HENRY L. COLLIER,
Plaintiff,

vs.

BURLINGTON NORTHERN RAILROAD
COMPANY,

Defendant.

No. 88-C-1362-E ✓

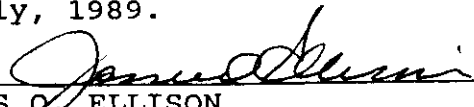
Jack C. Silver, Clerk
U.S. DISTRICT COURT

ADMINISTRATIVE CLOSING ORDER

The Court has been advised by counsel that this action has been settled, or is in the process of being settled. Therefore it is not necessary that the action remain upon the calendar of the Court.

IT IS THEREFORE ORDERED that the Clerk administratively terminate this action in his records, without prejudice to the rights of the parties to reopen the proceedings for good cause shown for the entry of any stipulation, order, judgment, or for any other purpose required to obtain a final determination of the litigation. The Court retains complete jurisdiction to vacate this order and to reopen the action upon cause shown that settlement has not been completed and further litigation is necessary. The parties are given until August 10, 1989 to submit appropriate settlement papers.

ORDERED this 18th day of July, 1989.


JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

JUN 10 1989

alt

JIM HARRIS,

Plaintiff,

vs.

TED RAUCH, et al.,

Defendants.

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Clark C. Silver, Clerk
U.S. DISTRICT COURT

No. 88-C-1354-E ✓

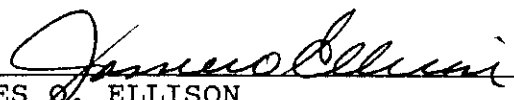
O R D E R

The Court has for consideration the Report and Recommendations of the Magistrate filed June 9, 1989. No exceptions or objections have been filed and the time for filing such exceptions or objections has expired.

After careful consideration of the record and the issues, the Court has concluded that the Report and Recommendations of the Magistrate should be and hereby are adopted by the Court.

IT IS THEREFORE ORDERED that this action be dismissed without prejudice.

ORDERED this 18th day of July 1989.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

JUL 19 1989 *at*

BUEL H. NEECE,

Plaintiff,

vs.

UNITED STATES OF AMERICA,

Defendant.

)
)
)
)
)
)
)
)
)
)

Jack C. Silver, Clerk
U.S. DISTRICT COURT


No. 88-C-1055-E ✓

ADMINISTRATIVE CLOSING ORDER

The Court has been advised by counsel that this action is on appeal to the Tenth Circuit. Therefore it is not necessary that the action remain upon the calendar of the Court.

IT IS THEREFORE ORDERED that the Clerk administratively terminate this action in his records, without prejudice to the rights of the parties to reopen the proceedings for good cause shown for the entry of any stipulation, order, judgment, or for any other purpose required to obtain a final determination of the litigation. The Court retains complete jurisdiction to vacate this order and to reopen the action upon cause shown within thirty (30) days that settlement has not been completed and further litigation is necessary.

ORDERED this 18TH day of July, 1989.


JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

RICHARD J. SMITH,

Plaintiff,

vs.

CITY OF TULSA, et al.,

Defendants.

No. 88-C-620-E✓

JUL 19 1989 dt


Jack C. Silver, Clerk
U.S. DISTRICT COURT

ADMINISTRATIVE CLOSING ORDER

The Court has been advised by counsel that this action has been settled, or is in the process of being settled. Therefore it is not necessary that the action remain upon the calendar of the Court.

IT IS THEREFORE ORDERED that the Clerk administratively terminate this action in his records, without prejudice to the rights of the parties to reopen the proceedings for good cause shown for the entry of any stipulation, order, judgment, or for any other purpose required to obtain a final determination of the litigation. The Court retains complete jurisdiction to vacate this order and to reopen the action upon cause shown within thirty (30) days that settlement has not been completed and further litigation is necessary.

ORDERED this 18th day of July, 1989.


JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

[illegible]


JACK C. SILVER, CLERK
U.S. DISTRICT COURT

No. 89-C-388-C

It is the Order of the Court that the appeal filed herein is hereby DISMISSED.

It is the further Order of the Court that, treating the notice of appeal as a motion for leave to appeal, said motion is hereby DENIED.

IT IS SO ORDERED this 18th day of July, 1989.


H. DALE COOK
Chief Judge, U. S. District Court

jiw

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

JUL 18 1989

S. Silver, Clerk
U.S. DISTRICT COURT

NATIONAL CAR RENTAL SYSTEMS,

Plaintiff,

vs.

KIM SELLERS, JOHN ALLISON,
and JENNIFER GLOVER,

Defendants.

Case No. 89-C-092 B

ORDER FOR DEFAULT JUDGMENT

Upon Motion for Default Judgment of the Plaintiff, National Car Rental Systems, and entry of default by the Clerk of this Court against Defendants Kim Sellers and John Allison, the Court hereby grants a Default Judgment against the Defendants Sellers and Allison declaring that the Plaintiff has no contractual responsibility to defend or indemnify the Defendants Sellers and Allison for any claims or actions arising out of the accident which is the subject of the above captioned action.

Dated this 8 day of July, 1989.

S/ THOMAS R. BRETT
DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

JUL 18 1989

Jack C. Silver, Clerk
U.S. DISTRICT COURT

LEONARD ARABIA, MARVIN BASIL)
CAROL CHISHOLM WEINER, and)
ARTHUR ARAKELIAN, individuals,)

Plaintiffs,)

and)

PRENTICE THOMAS, an)
individual, NEW WORLD)
RESEARCH, INC., a Florida)
corporation, SANDRA F.)
NICHOLS, an individual, SAGE)
M. JOHNSTON and ZODIE)
JOHNSTON, individuals, DALE)
E. PETERSON, an individual,)
RAYMOND D. FOWLER, an)
individual, HUEY C. WARD, an)
individual, ARMAND J. GAGNE,)
an individual, JAMES E.)
COCHRAN, an individual, and)
WILLIAM B. HARRIS and BERYL)
M. HARRIS, individuals,)

Intervenors,)

vs.)

Case No. 89-C-091B

GIANT PETROLEUM, INC., an)
Oklahoma Corporation, GEORGE)
ELIAS, JR., and CATHY ELIAS,)
individuals; CIMARRON CRUDE)
CO., an Oklahoma Corporation,)
and AMERICAN PETROLEUM)
TRADING, INC., an Oklahoma)
corporation, KERR-McGEE)
CORPORATION, a Delaware)
Corporation, and AP&W, INC.,)
an Oklahoma corporation,)

Defendants.)

STIPULATION OF DISMISSAL
OF DEFENDANT AMERICAN PETROLEUM TRADING, INC.

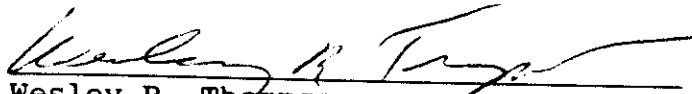
COME NOW the plaintiffs, Leonard Arabia, Marvin Basil, Carol Chisholm Weiner and Arthur Arakelian and the defendant American

Petroleum Trading, Inc., and pursuant to Rule 41(a)(1)(ii) of the Federal Rules of Civil Procedure stipulate to the dismissal of defendant American Petroleum Trading, Inc., from this action.

Respectfully submitted,



Allan DeVore
Marjorie Ramana
The DeVore Law Firm,
A Professional Corporation
1318 North Robinson
Oklahoma City, Oklahoma 73103
(405) 232-4997
Attorney for Plaintiffs



Wesley R. Thompson
15 South Park Street
Sapulpa, OK 74066
Attorney for Defendant American
Petroleum Trading, Inc.

CERTIFICATE OF MAILING

This is to certify that on the 18th day of July, 1989, a true and correct copy of the above and foregoing was mailed, postage prepaid, to the following:

James A. Williamson
1736 South Carson
Tulsa, OK 74119
Attorney for Defendants George Elias, Jr., and Giant Petroleum, Inc.

Mark Vanlandingham
James C. Peck
Kerr-McGee Center
P.O. Box 205861
Oklahoma City, OK 73125
Attorneys for Defendant Kerr-McGee Corporation

Clifford Archer
P.O. Box 35769
Tulsa, OK 74153
Appearing Pro Se on behalf
of Cimarron Crude, Inc.

John D. Boydston
Mark F. Peyton, III
Boydston & Peyton, Attorneys At Law
1717 S. Boulder, Suite 800
Tulsa, OK 74119

Stephen Q. Peters
Short, Harris, Turner, Daniel and McMahan
1924 S. Utica, Suite 700
Tulsa, OK 74104



Marjorie Ramana

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

JUL 18 1989

WICK O. SILVER, CLERK
U.S. DISTRICT COURT

MARK ERIC OOTS,
Petitioner,
vs.
UNITED STATES OF AMERICA,
et al.,
Respondents.

No. 89-C-248-C
No. 77-CR-103-C

ORDER

Now before the Court for its consideration is the motion of petitioner under 28 U.S.C. §2255 to vacate sentence.

On November 15, 1977, petitioner pled guilty to three counts. As to Count 1, Judge Barrow sentenced petitioner to the custody of the Attorney General for treatment and supervision until discharged under the Youth Corrections Act, the relevant provision codified at the time at 18 U.S.C. §5010(b). As to Counts 2 and 3, the imposition of sentence was suspended. On Count 2, petitioner was placed on probation for three years, to follow incarceration in Count 1. On Count 3, he was placed on probation for a period of three years, to run concurrently with the sentence imposed in Count 2. Petitioner was released from the confinement/supervision of the Attorney General and began serving the two concurrent three year probations on December 23, 1980.

On December 30, 1981, the Probation Office moved to revoke petitioner's probation based upon his state court conviction for

Second Degree Burglary on January 20, 1981. On March 9, 1981, this Court ordered that petitioner's probation be revoked, and he was ordered remanded to the Attorney General to serve out the concurrent three year terms following completion of state sentences. He returned to federal custody on July 7, 1988.

As noted, petitioner brings his motion under 28 U.S.C. §2255. Former Rule 35(a) also provides for the correction of an illegal sentence. It has been held that

While Rule 35 and §2255 are not coterminous, both provide a vehicle for attacking an illegal sentence. The well-established rule is that a motion made on such grounds under either §2255 or Rule 35 may be considered on its merits without regard to the label ascribed to the motion.

United States v. Taylor, 768 F.2d 114, 119 (6th Cir. 1985) (citations omitted).

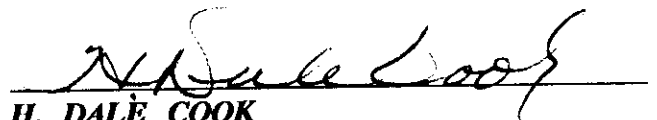
Petitioner argues that the original sentence imposed by Judge Barrow was improper, because when a defendant is convicted on two or more counts of an indictment and sentence is imposed under section 5010(b) the sentence on the one count cannot be increased by the imposition of separate sentences on other counts.

In Price v. United States, 384 F.2d 650 (10th Cir. 1967), the court stated that cumulative or consecutive sentences on each of several counts would not fit into the design and purpose of the Act. Id. at 652. However, the court in United States v. Calder, 641 F.2d 76 (2nd Cir.), cert. denied, 451 U.S. 912 (1981), concluded that the imposition of probation was not an act of sentencing. Id. at 79. The Court agrees with the reasoning in Calder and does not believe that the sentence imposed herein was illegal or improper.

The Youth Corrections Act was repealed by the Comprehensive Crime Control Act of 1984. However, it was applicable at the time of this petitioner's sentencing.

It is the Order of the Court that the motion of the petitioner is hereby DENIED.

IT IS SO ORDERED this 17th day of July, 1989.


H. DALE COOK
Chief Judge, U. S. District Court

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

JUL 18 1989

Jack C. Silver, Clerk
U.S. District Court

PETRO-LEWIS CORPORATION)
a Delaware corporation)
as operator for PARTNERSHIP)
PROPERTIES COMPANY, a)
Colorado general partnership)

Plaintiff

v.

No. 84-C-102-B

PRODUCER'S GAS COMPANY, a)
Texas corporation)

Defendant

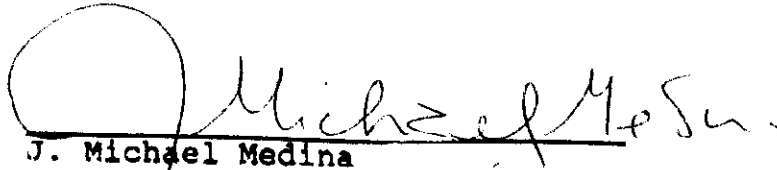
ORDER

ON this 18th day of July, 1989, pursuant to the
Stipulation of Dismissal with Prejudice filed by the parties,
it is hereby ORDERED, ADJUDGED AND DECREED that all claims
filed in this case by plaintiff are hereby dismissed with
prejudice. All parties shall bear their own costs and
attorney's fees.


S/ THOMAS R. BRETT


U. S. District for the Northern
District of Oklahoma

APPROVED AS TO FORM



J. Michael Medina
Holliman, Langholz, Runnels & Dorwart
Suite 700, Holarud Bldg.
10 E. Third St.
Tulsa, OK 74103
(918) 204-1471


Craig W. Hoster
Baker, Hoster, McSpadden, Clark, Rasure & Slicker
13th Floor, One Boston Plaza
Tulsa, OK 74103


Richard Miller
Robertson & Miller
1600 Two Energy Square
4849 Greenville Avenue
Dallas, TX 75206

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

JUL 17 1989

Jack C. Silver, Clerk
U.S. DISTRICT COURT

FREDERICK CLINTON McCORKLE and
BERNEICE CAROL McCORKLE,

Plaintiffs,

v.

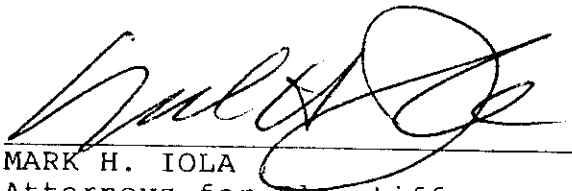
FIBREBOARD CORPORATION, et al.,

Defendants.

Case No. 87-C-640-B


STIPULATION OF DISMISSAL

COME NOW the Plaintiffs, Frederick Clinton McCorkle and Berneice Carol McCorkle, and hereby dismiss this cause of action against Defendant Flintkote Company with prejudice to the filing of a future action against said Defendant.


MARK H. IOLA
Attorneys for Plaintiffs

OF COUNSEL:

UNGERMAN & IOLA
P. O. 701917
1323 East 71st Street
Suite 300
Tulsa, OK 74170-1917
918/495-0550


DIXIE L. COFFEY
Attorneys for Defendant,
Flintkote Company

135

OF COUNSEL:

McKINNEY, STRINGER & WEBSTER, P.C.
101 North Broadway
Oklahoma City, Oklahoma 73102
405/239-6444

CERTIFICATE OF SERVICE

I hereby certify that on the 14 day of July, 1989, a true and correct copy of the above and foregoing Stipulation of Dismissal was mailed, postage prepaid, to:

E. Ralph Walker, Esq.
Charles J. Kalinowski, Esq.
Davis, Hockenberg, Wine, Brown,
Koehn & Shors
2300 Financial Center
666 Walnut Street
Des Moines, IA 50309

ARMSTRONG WORLD INDUSTRIES, INC.
C.C.R. DEFENDANTS
FLEXITALLIC
GAF CORPORATION
KEENE CORPORATION
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PFIZER, INC.

Joan Godlove, Esq.
Roberts, Marrs & Carson
110 S. Hartford, Suite 111
Tulsa, OK 74120

CELOTEX CORPORATION

Jack M. Thomas, Esq.
Martha Phillips, Esq.
Thomas, Glass & Atkinson
525 S. Main, Suite 1500
Tulsa, OK 74103

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John F. McCormick, Jr., Esq.
Pray, Walker, Jackman, Williamson
& Marlar
900 Oneok Plaza
100 W. Fifth Street
Tulsa, OK 74103

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Stephen S. Boaz, Esq.
Durbin, Larimore & Bialick
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H. K. PORTER

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Scott M. Rhodes, Esq.
Huckaby, Fleming, Frailey, Chaffin
& Darrah
P.O. Box 60130
1215 Classen Drive
Oklahoma City, OK 73146

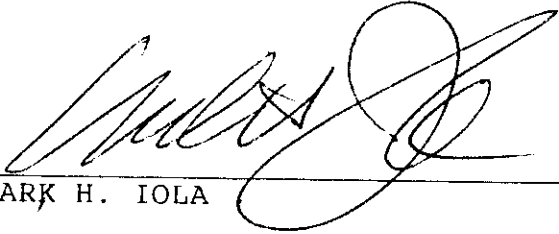
OWENS CORNING FIBERGLAS

Frederick M. Baron, Esq.
Joseph F. Bruegger, Esq.
Baron & Budd
8333 Douglas Ave., Suite 1000
Dallas, TX 75225

PLAINTIFFS' COUNSEL

Elizabeth Thompson, Esq.
Butler & Binion
1600 First Interstate Bank Plaza
1000 Louisiana
Houston, TX 77002-5008

RAYMARK INDUSTRIES, INC.



MARK H. IOLA

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

JUL 17 1980

Jack C. Silver, Clerk
U.S. DISTRICT COURT

DAVID LORAN UNDERWOOD, and BRENDA LEE
GORDON, Personal Representatives of the
Estate of Phyllis Rose Underwood,
deceased, et al.,

Plaintiffs,

vs.

BILLY JAKE MYERS d/b/a RHINELAND
AGRI-SHIPERS d/b/a MYERS GRAIN AND
FERTILIZER,

Defendants,

and

MILDRED REYNOLDS,

Plaintiff,

vs.

BILLY JAKE MYERS, d/b/a RHINELAND
AGRI-SHIPERS, d/b/a MYERS GRAIN AND
FERTILIZER, et al.,

Defendants,

and

CHARLES OVERGARD, Personal
Representative of the Estate of
Elizabeth Ann Overgard, deceased, et al.,

Plaintiffs,

vs.

BILLY JAKE MYERS d/b/a RHINELAND
AGRI-SHIPERS d/b/a MYERS GRAIN AND
FERTILIZER, et al.,

Defendants,

and

Case No. 87-C-644-B
(Consolidated) and
Nos. 87-C-645-B
87-C-819-B ✓
87-C-863-B
87-C-923-B
87-C-544-E
89-C-328-C

MYRTLE V. MORGAN,

Plaintiff,

vs.

BILLY JAKE MYERS d/b/a RHINELAND
AGRI-SHIPERS d/b/a MYERS GRAIN AND
FERTILIZER, et al.,

Defendants,

and

HARRY CHEATWOOD, Personal
Representative of the Estate of
Pauline Thomas, Deceased,

Plaintiff,

vs.

PROTECTIVE CASUALTY INSURANCE COMPANY,
et al.,

Defendants,

and

VERA L. TRESLER,

Plaintiff,

vs.

BILLY JAKE MYERS d/b/a RHINELAND
AGRI-SHIPERS d/b/a MYERS GRAIN AND
FERTILIZER, et al.,

Defendants,

and

PROTECTIVE CASUALTY INSURANCE
COMPANY, a Missouri Corporation,

Plaintiff,

vs.

Case No. 87-C-644-B
(Consolidated)

UNDERWRITERS REINSURANCE COMPANY,)
a New York Insurance Exchange)
underwriting member; IMPERIAL CASUALTY)
AND INDEMNITY COMPANY; CORONET INSURANCE)
COMPANY; NEW YORK INSURANCE EXCHANGE)
UNDERWRITING MEMBERS IAT SYNDICATE)
MEMBER #S069A; SPEAR LEEDS AND)
KELLOGG RE #S073A, a New York Insurance)
Exchange underwriting member;)
J & H WILLIS FABER SYNDICATE A #S071A,)
a New York Insurance Exchange)
underwriting member; ILLINOIS INSURANCE)
EXCHANGE SYNDICATE RESURE, INC. #018;)
TERRANOVA INSURANCE CO., LTD.; and)
ASSICURAZIONA GENERAL S.P.A., U.K.)
BRANCH;)

Case No. 87-C-644-B
(Consolidated)

Defendants.)

vs.)

CITIZENS NATIONAL ASSURANCE COMPANY;)
FABIAN CHAVEZ, Superintendent of)
Insurance for the State of New Mexico,)
as Receiver for Citizens National)
Assurance Company; R. A. MILLER, as)
Deputy Receiver of Citizens National)
Assurance Company; and STEPHEN S.)
DURISH, as Ancillary Receiver for)
Citizens National Assurance Company;)

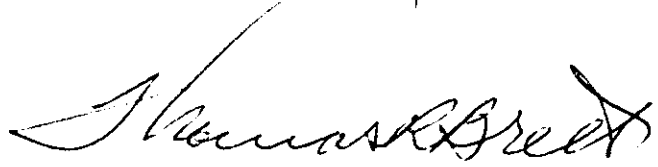
Additional Indispensable)
Party Defendants.)

ORDER OF DISMISSAL WITH PREJUDICE AND INJUNCTION

The Court being informed and fully advised in the premises that Protective Casualty Insurance Company (hereinafter "Defendant Protective") having deposited \$120,000 into the Registry of this Court pursuant to this Court's Order dated July 10, 1989, FINDS THAT: (i) said Defendant Protective should be and it is hereby dismissed from this Case No. 87-C-644-B, and all consolidated Cases No. 87-C-645-B, 87-C-819-B, 87-C-863-B, 87-C-923-B, 87-C-544-E, and 89-C-328-C

with prejudice to any party to this case or any consolidated case or any person claiming through any party to this case or any consolidated case, instituting or prosecuting any claim, demand or cause of action against said Defendant Protective which arises directly or indirectly out of the June 22, 1987, accident, which gave rise to this action, and Defendant Protective having issued that certain Form E - Certificate of Insurance, on August 12, 1986, on behalf of Billy Jake Myers, d/b/a Rhineland Agri-Shippers, and (ii) that CNAC Domiciliary Receiver, Superintendent of Insurance for the State of New Mexico, Fabian Chavez, Texas CNAC Ancillary Receiver, Stephen S. Durish, Billy Jake Myers, d/b/a Rhineland Agri-Shippers, d/b/a Myers Grain and Fertilizer and RAS, Inc., David Loran Underwood and Brenda Lee Gordon, personal representatives of the Estate of Phyllis Rose Underwood, deceased, David Loran Underwood, individually and Brenda Lee Gordon, individually, Mildred Reynolds, Charles Overgard, personal representative of the Estate of Elizabeth Ann Overgard, deceased, and Charles Overgard, individually, Myrtle V. Morgan, Harry Cheatwood, personal representative of the Estate of Pauline Thomas, deceased, and Vera L. Tresler, and anyone claiming through them, shall be, and are, hereby enjoined from pursuing any claim against Defendant Protective or instituting or prosecuting any claim, demand, or cause of action in any state court, any federal court, or any administrative tribunal against Defendant Protective, which arises directly or indirectly out of the June 22, 1987, accident, which gave rise to this action, and Defendant Protective having issued that certain Form E - Certificate of Insurance dated August 12, 1986.

IT IS SO ORDERED this 17 day of July, 1989.

A handwritten signature in cursive script, reading "Thomas R. Brett". The signature is written in dark ink and is positioned above a horizontal line.

Thomas R. Brett
UNITED STATES DISTRICT JUDGE

128/0725

Class to Flintkote only
FILED

JUL 17 1989

Jack C. Silver, Clerk
U.S. DISTRICT COURT

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

BOBBY GENE LEE and GOLDIE
CAUDILLE LEE,

Plaintiffs,

v.

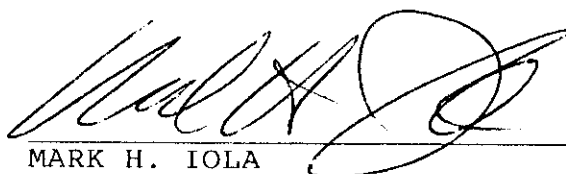
FIBREBOARD CORPORATION, et al.,

Defendants.

Case No. 87-C-380-C ✓

STIPULATION OF DISMISSAL


COME NOW the Plaintiffs, Bobby Gene Lee and Goldie Caudille Lee, and hereby dismiss this cause of action against Defendant Flintkote Company with prejudice to the filing of a future action against said Defendant.



MARK H. IOLA
Attorneys for Plaintiffs

OF COUNSEL:

UNGERMAN & IOLA
P. O. 701917
1323 East 71st Street
Suite 300
Tulsa, OK 74170-1917
918/495-0550


DIXIE L. COFFEY
Attorneys for Defendant,
Flintkote Company

OF COUNSEL:

McKINNEY, STRINGER & WEBSTER, P.C.
101 North Broadway
Oklahoma City, Oklahoma 73102
405/239-6444

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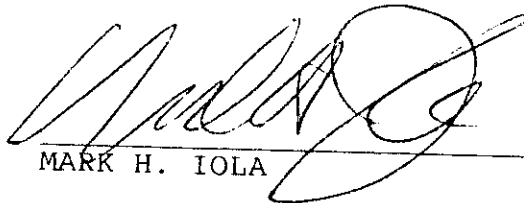
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